



**WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY**

**Monthly Meeting, Monday, April 13, 2026, Board Meeting 5:00 PM**

**1280 N. Congress Ave. Suite 215**

**West Palm Beach, FL 33409**

**NOTE: Agenda Summary (Page 3 - 8)**

**Staff Report (Pages 9 - 14)**

- I. CALL TO ORDER / ROLL CALL**
- II. AGENDA APPROVAL**
  - 1. Additions, Deletions, and Substitutions to the Agenda**
  - 2. Adoption of Agenda**
- III. ADOPTION OF W/BH March 9, 2026, CRA MINUTES (Pages 15 - 20)**
- IV. PUBLIC COMMENTS**
- V. DISCLOSURES**
- VI. CONSENT AGENDA**
- VII. REGULAR AGENDA**
  - 1. Recommendation of DRO Approval for Additional WCRAO Bonus Density, Type 1 Waiver for Parking Reduction (Pages 21 – 68)**
  - 2. Approval of Purchase Agreement for 2647 Hiawatha Avenue (Pages 69 – 81)**
  - 3. Approval of Purchase Agreement for 3763 Saginaw Avenue (Pages 82 – 94)**
  - 4. Approval of Contract for Consulting Services with WPBgo (Pages 95 – 116)**
  - 5. Approval of Work Assignment #1 for Schmidt Nichols for (Pages 117 – 120)**
  - 6. Approval of Work Assignment #4 for Kimley Horn for (Pages 121– 126)**

7. Approval of Proposal to Replace Stolen Electrical Copper Wires in Belvedere Heights (Pages 127 – 128)
8. Approval of Proposal Concept for License Plate Reader (LPR) Camera Agreement with the Palm Beach County Sheriff’s Office (Pages)

**VIII. REPORTS**

- A. Staff Reports and Correspondence (Annual Report)
- B. Attorney’s Report
- C. Committee Reports and Board Comments
  1. Administrative/Finance –
  2. Capital Improvements – Chair, Mr. Daniels
  3. Land Use –
    4. Real Estate – Chair,
    5. Marketing –
    6. Community Affairs –
    7. Special Events – Chair, Ms. Ruffy

**IX. ADJOURNMENT**

**ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE BOARD WILL BE BARRED FROM FURTHER AUDIENCE BEFORE THE BOARD BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE BOARD AS GRANTED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT.**

**IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE HE 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.**

**ON JUNE 7, 1994, THE BOARD OF COUNTY COMMISSIONERS APPROVED RESOLUTION NO. 94-693, KNOWN AS THE CODE OF ETHICS. UNDER SECTION 11, IT IS REQUIRED THAT PAID AND UNPAID LOBBYISTS REGISTER. PLEASE REFER TO SECTIONS 11.01 AND 11.02 IN THE CODE OF ETHICS FOR REGISTRATION SPECIFICS. FOR YOUR USE, REGISTRATION FORMS ARE AVAILABLE FROM THE CRA’S ADMINISTRATIVE ASSISTANT.**

**AGENDA ITEMS**  
**Westgate CRA Board Meeting**  
**In Person and Via Zoom**  
**April 13, 2026**

**REGULAR AGENDA**

**1. Recommendation of DRO Approval for Additional WCRAO Bonus Density and Type 1 Waiver for Parking Reduction**

**A. Background and Summary:** Westgate Terrace by Danza Group of Westgate, LLC is a culmination of years of CRA land acquisition efforts, comprehensive plan and zoning code implementation, and partnerships to realize the kind of dense mixed-use infill redevelopment envisioned for Westgate Avenue in the CRA’s Redevelopment Plan. The project components and design are meant to inspire investor interest and create a model for future mixed-use development along the corridor. In 2018, the Danza Group, LLC, a New Jersey-based developer, entered into an option agreement with the CRA to purchase the +/- 2-acre land assemblage at the southeast corner of Westgate Avenue at Seminole Boulevard for the development of a mixed-use project.

In 2025, the Danza Group executed its option agreement to acquire the 2-acre assemblage from the CRA. The project has obtained Zoning approval to construct 44 multi-family rental units and 10,339 sf of government and medical office space.

The developer is proposing to amend the existing development order to increase the number of residential units from 44 to 58, with 12 units designated as workforce housing to meet the 20% bonus density requirement. The project was previously allocated 28 density bonus units from the CRA’s bonus density pool. To achieve the overall density of 58 units, the project will require 14 additional units from the pool. More parking will also be required. The group is applying for a parking waiver to accommodate additional density.

**Petition**

The applicant requests a recommendation of approval from the Westgate CRA for the following:

1. Development Review Officer (DRO) approval of fourteen (14) additional bonus density units from the WCRAO Density Bonus Program pool;
2. Administrative approval of a Type 1 Waiver pursuant to Art. 3.B.14.I.c.1)d) to allow a reduction of 15% from the parking requirements;

3. An allocation of 256 trips per day and 27 pm peak hour trips from the WCRA Transportation Concurrency Exception Area (TCEA) pool; and,
4. Final DRO Site Plan approval.

**B. Recommendation:** Staff supports a Board recommendation of **approval** for the following application requests:

1. Development Review Officer (DRO) approval of fourteen (14) additional bonus density units from the WCRAO Density Bonus Program pool;
2. Administrative approval of a Type 1 Waiver pursuant to Art. 3.B.14.I.c.1)d) to allow a reduction of 15% from the parking requirements;
3. An allocation of 256 trips per day and 27 pm peak hour trips from the WCRA Transportation Concurrency Exception Area (TCEA) pool; and,
4. Final DRO Site Plan approval.

## 2. Approval of Purchase Agreement for 2647 Hiawatha Avenue

**A. Background and Summary:** The CRA proposes to purchase 2647 Hiawatha Avenue to increase the supply of affordable housing in the district. Housing prices continue to escalate, making it difficult for moderate-income families to purchase or rent a home in the area. CRAs are mandated by State Statutes to provide affordable housing and to report on it annually.

2647 Hiawatha Avenue is a 3-bedroom, 2-bath cottage home with about 1,200 sf, easily fitting a family of four. Developers have built many cottage homes in the area. However, the sale price is quickly exceeding what is affordable for workforce housing. These homes started at \$250,000 a few years ago; they are now selling for over \$425,000.

Staff is working with the Palm Beach County Department of Housing and Economic Development to design a program to select qualified households to purchase or rent the CRA-owned property at an affordable price.

We will present a program guideline to the CRA Board for approval at the upcoming meetings. The cottage homes are selling quickly; if the CRA does not purchase them now, there might not be any left in the future. The home price is negotiated at \$429,000.

**B. Recommendation:** Authorize the execution of the purchase agreement to acquire 2647 Hiawatha Avenue for \$429,000.

### 3. Approval of Purchase Agreement for 3763 Saginaw Avenue

**A. Background and Summary:** The CRA proposes to purchase 3763 Saginaw Avenue to increase the supply of affordable housing in the district. Housing prices continue to escalate, making it difficult for moderate-income families to purchase or rent a home in the area. CRAs are mandated by State Statutes to provide affordable housing and to report on it annually.

3763 Saginaw Avenue is a 3-bedroom, 2-bath cottage home with about 1,200 sf, easily fitting a family of four. Developers have built many cottage homes in the area. However, the sale price is quickly exceeding what is affordable for workforce housing. These homes started at \$250,000 a few years ago; they are now selling for over \$425,000.

Staff is working with the Palm Beach County Department of Housing and Economic Development to design a program to select qualified households to purchase or rent the CRA-owned property at an affordable price.

We will present a program guideline to the CRA Board for approval at the upcoming meetings. The cottage homes are selling quickly; if the CRA does not purchase them now, there might not be any left in the future. The home price is negotiated at \$429,000.

**B. Recommendation:** Authorize the execution of the purchase agreement to acquire 3763 Saginaw Avenue for \$429,000.

### 4. Approval of Contract for Consulting Services with WPBgo

**A. Background and Summary:** The CRA is facilitating the development of more housing units that will add more traffic on the roadway network. Transportation and mobility are being prioritized to accommodate traffic congestion that might result from dense projects being developed in the area.

The CRA is seeking to use the services of WPBgo, a West Palm Beach mobility coalition group, to launch a district-wide mobility programming in the Westgate CRA area to implement a work plan to satisfy the conditions of approval of the bonus density program.

The consultants will be responsible for establishing a structured district mobility program, activating employer and government participation, integrating residential communities, including new development, deploying and managing incentive programs, increasing

awareness and trial of transit and shared mobility options, and tracking participation and generating measurable outcomes.

The consultants will implement a Transportation Demand Management (TDM) program by working with the CRA, private employers, government institutions, and multifamily and single-family residential communities. The program will generate bus and e-bike vouchers for qualified participants to help reduce congestion.

The work is divided into five tasks. Task 1 covers design and setup, task 2, reporting, measurement, and strategic alignment, task 3, employer and government engagement, task 4, residential engagement and development integration, task 5, incentive and pilot program administration. WPBgo proposes to do these tasks for \$75,000. That amount does include the costs of vouchers and other program incentives.

**B. Recommendation:** Authorize the execution of a contract with WPBgo to implement a TDM program in the CRA for \$75,000.

**5. Approval of Work Assignment #1 for Schmidt Nichols**

**A. Background and Summary:** The CRA has a continuing service contract with Schmidt Nichols for Landscape Architecture and Urban Planning. This work assignment #1 is for the firm to do due diligence and conceptual site planning services to support a planning-level redevelopment program for the Cross County Mall site that integrates mass transit. To achieve this, the consultant will conduct land development code research, stakeholder outreach, and site-planning due diligence to prepare a conceptual master block and massing plan for the site, identifying parking, open space, civic space, frontage treatments, and related graphics.

The work is divided into two tasks. Task 1, due diligence, will involve researching and analyzing existing plans and codes that relate to the site. Task 2, site planning, will provide a site plan that includes building blocks, internal circulation, landscape buffers, open space, civic space, relation to the ROW frontages, and coordination with the multi-modal transportation hub. The consultant proposes to do the work for \$27,000.

**B. Recommendation:** Authorize the execution of the work assignment #1 for Schmidt Nichols to do due diligence and conceptual site planning for the Cross County Mall site for \$27,000.

**6. Approval of Work Assignment # 4 for Kimley-Horn and Associates, Inc.**

**A. Background and Summary:** The CRA has a continuing service contract with Kimley-Horn and Associates, Inc. for Planning and Engineering Studies. This work assignment #4 is for the firm to support a planning-level site design and redevelopment program for the Cross County Plaza site. Kimley-Horn will provide a traffic performance assessment, conceptual roadway and traffic engineering design assistance, limited civil engineering to address stormwater storage needs and utilities, field services to identify existing vegetation, and coordination meetings.

The work is divided into five tasks. Task 1, traffic performance standards due diligence, covers a conceptual traffic assessment to support site design for the plaza. Task 2, conceptual roadway and traffic design assistance, will study the location and configuration of parking layouts, internal site vehicular circulation and design, and configuration of passenger pick-up/drop-off areas. Task 3, limited civil due diligence, will perform a limited due diligence review consisting of the civil engineering and site planning tasks, such as site information, location map, FEMA FIRM map, soil series map, aerial map, water map, sewer map, and a preliminary list of jurisdictional permitting agencies. Task 4, tree disposition plan, will produce a plan that indicates existing tree locations, with species, height, diameter, canopy spread, and tree condition to support tree disposition/mitigation in accordance with code requirements. Task 5, will cover meetings and conference calls. The consultants offer to perform these tasks for a total of \$61,500.

**B. Recommendation:** Authorize the execution of work assignment #4 for Kimley-Horn and Associates for planning and engineering services for \$61,500.

## **7. Approval of Proposal to Replace Stolen Electrical Copper Wires in Belvedere Heights**

**A. Background and Summary:** All the electrical wires for the streetlights in Belvedere Heights were stolen. Many residents have contacted the CRA's office, the Palm Beach County Board of County Commissioners, the Sheriff's office, and FPL regarding the lights. They indicate that the lights make the area safer and deter crime, and have asked for the wires to be replaced and secured.

MG Contracting, LLC proposes installing lock boxes and replacing the wires for a total of \$178,480.

**B. Recommendation:** Approve the proposal to replace and secure the electrical wires for the Belvedere Heights streetlights.

**8. Approval of Proposal Concept for License Plate Reader (LPR) Camera Agreement with the Palm Beach County Sheriff’s Office**

**A. Background and Summary:** The CRA is working with the Sheriff’s Office to install LPR cameras in strategic spots in the CRA. These cameras will be monitored by the Sheriff’s office and will allow deputies to better investigate criminal activity in the area. It costs \$25,000 to install and operate each camera. It is recommended that the CRA install 10.

**B. Recommendation:** Staff recommends that the Board authorize a budget amendment to work with the Sheriff’s office to install 10 LPR cameras in the district.

## WESTGATE CRA BOARD MEETING

April 13, 2026

### Staff Updates

#### **Cross County Plaza Redevelopment Program – Due Diligence Studies (INITIATED/PLANNING 3/26)**

Updates (4/26): Work Assignment #4 for Kimley-Horn is presented to the Board for approval. The consultants will provide due diligence for traffic and transit impacts, conceptual roadway design, and limited civil work identifying stormwater storage needs. Chen Moore is under contract to prepare the Agency’s Redevelopment Plan update; a visioning exercise for this site is already considered in the scope of the contract. Schmidt Nicols will work on preliminary project due diligence for site planning and configuration under a work assignment to be brought the Board next month.

Background: CRA Staff is working with Chen-Moore, Schmidt Nichols and Kimley-Horn to create a conceptual redevelopment program for the +/-42-acre Cross County Plaza site. This site, at the crossroads of Military Trail and Okeechobee Blvd. in central Palm Beach County represents an enormous opportunity for high density vertical mixed-use with structured parking and integrated transit. The Agency has not done a visioning study for this site, and is limited in providing a prospective buyer with a development capacity analysis that will work within the County’s comp plan and land development codes. Due diligence studies will create a block and massing plan using Westgate zoning overlay density and height, and max. FAR, showing how the site can circulate, access points, connections, parking areas and structures, open space areas, and integrated transit addressing perimeter roads.

#### **Traffic Mitigation Strategies – Programming (INITIATED PLANNING 2/26)**

Update (4/26): A consulting contract for mobility implementation services is presented to the Board for approval. WPBgo is a sole service provider in their capacity to provide community level TDM programming, outreach, implementation, and program monitoring.

Background: CRA Staff is working with WPBgo to establish a voluntary TDM Program in the District – partnership outreach and coordination is beginning in March. The launch of an on-demand service is on temporary hold. Staff would like to align the provider with that is chosen by the City of WPB for future connections – the city is in a vendor selection process now. These programs represent the first to be initiated from the CRA’s 5-Year Traffic Mitigation Work Plan.

#### **PBC Metropolitan Planning Organization (MPO) Transportation Alternatives Program (TAP) Grant FY26 Wabasso Drive Multimodal Improvements Project (APPLICATION SUBMITTED 2/26)**

Update (4/26): Staff is working with County Engineering on conceptual approval of the application cross sections. With MPO permission, the required BCC resolution of support will provide to the MPO by end of June 2026.

Update (3/26): A resolution of BCC support for the project is a required step of the application, due to the MPO on 4/24. Staff is working with County Engineering to place the item on next months’ agenda.

Background: CRA Staff, with assistance from Kimley-Horn and PBC Engineering, submitted an application to the MPO for FDOT funding from the Transportation Alternative Program Set-Aside to make improvements to a segment of Wabasso Drive from Okeechobee Blvd. to Westgate Avenue at the south terminus. The project proposes improved sidewalks, new bike lanes, pedestrian-scale streetlights, and landscaping where allowed. Staff held a community meeting to present the project and has received

overwhelming support for the improvements. New bike lanes will connect to those recently installed on Westgate Avenue and future multimodal connections on Okeechobee Blvd. and Palm Beach Lakes Blvd.

Wabasso Drive represents the first capital improvements infrastructure project to be initiated on the CRA's 5-Year Traffic Mitigation Work Plan. The total project cost is \$1.535 million. The grant reimburses a maximum of \$1.5 million. The CRA is responsible for non-participating costs, as well as design, CEI, and contingency. The CRA's match is \$453,628. The application was submitted to the MPO on February 13, 2026. Construction is scheduled for 2029.

### **5-Year Traffic Mitigation Work Plan (DRAFT APPROVED – FINAL IN PROCESS)**

Background: CRA Staff and Kimley-Horn created a work plan to prepare for the eventual traffic impacts predicted as the CRA District grows and builds out over time. A draft was approved by the CRA Board in 1/26. The Work Plan is now a BCC adopted evolving planning document, to be updated annually during the CRA budget planning process, that lays out CRA spending for transportation planning related capital projects, programs and regulatory initiatives-- \$5.97M over 5 years. County Planning and Admin. have requested a more detailed breakdown of FY26 which targets \$871,685 in CRA spending on CIP initiation, program launches and planning/feasibility studies.

### **Community Redevelopment Plan Update (STARTED 1/26)**

Updates (3/26): Stakeholder engagement has begun through a QR-coded community survey. Planning is underway for one-on-one interviews with other stakeholders. Consultants are in information and data gathering phase.

At their December 2025 meeting the Board approved a Work Assignment for Chen Moore, with sub-consultant RMA, to assist CRA staff with the revision of the Plan. In January 2026, CMA began Tasks 1 and 2 of their work assignment. It is anticipated that the Plan will be adopted by the BCC in early 2027.

Background: The Community Redevelopment Plan was last amended in 2017. Many of the projects outlined in the Plan have been completed, or are underway. The revised Plan will address significant changes in population growth, the housing market, economic trends, and transportation and mobility since the last Plan update, identify a continuing program for improvements projects to roadways, and drainage infrastructure, the creation of open space amenities, and develop and reestablish community, housing, neighborhood preservation, and site development programs that support the goals of the Agency.

### **Roadway Improvements Feasibility Studies (COMPLETED – STARTED 8/25)**

Updates: Surveying and preliminary concept plans have been completed for all three feasibility studies. Outcomes, options, and recommendations will be presented to the Board at their March 2026 regular meeting.

Background: The CRA Board approved three engineering and surveying Work Assignments for Engenuity Group at their August 2025 meeting:

1. Donnell Rd. infrastructure—sanitary sewer, improved roadway
2. N. Florida Mango Rd. swale regrading, sidewalks, and streetlights
3. L-2 Canal Connector (new multimodal road—Congress Ave. to Australian Ave. link)

### **Streetlights Initiative + Westgate Safety Plan (IN PROCESS)**

Updates: Mobilization for the installation of the streetlights began in June 2025 following delays in permitting, and is underway.

The requested funding for Westgate safety initiatives from the County's legislative appropriation was not authorized. The CRA will renew the request next legislative season. Staff continues to address issues around safety utilizing the Agency's budget. A draft Safety Plan is in process.

The requested funds from the County's 2024 legislative appropriation have been reduced from \$750,000 to \$250,000; the allocation from the State budget awaits the Governor's signature. CRA staff continues to develop a Safety Plan for the district. The 1<sup>st</sup> permit to install FPL streetlights has been issued; the 2<sup>nd</sup> permit is in process. Conservatively, staff anticipates that the streetlights will be installed within the next 6 months.

**Background:** Staff has requested the installation of 280+ new streetlights within the North and South Westgate Estates neighborhoods of the CRA district from FPL. The streetlights initiative is in the final stage of permitting. FPL resubmitted in January to respond to Land Development comments. To supplement this effort, Staff is working with County Administration to secure a legislative appropriation of \$750,000. This funding would also be used to leverage CRA TIF in the creation of a Westgate Safety Plan. Planning for the development of a Safety Plan is underway.

#### **FY21 TCRPC Brownfields Site Assessment Grant (IN PROCESS – 8/21)**

**Updates:** The Board approved a contract for Akerman LLC in September 2025, and a contract for Stantec. Communication on the case has been initiated by Akerman. Stantec does not support the DEP's request for further testing beyond the boundaries of the site, and has advised that the CRA consult with an environmental attorney specialized in Brownfields cases.

Cardno (now Stantec) has completed testing. Results indicate levels of contamination on site that are in excess of allowable State limits. Staff will be meeting with Stantec and TCRPC to discuss next steps. Additional testing is required by the DEP to determine extent of background contamination in order to confirm historical uses are not responsible for elevated levels, and no remediation is needed. TCRPC cannot provide additional funding. Staff will work with County DHED to assist.

Cardno has identified that contamination is most concentrated in the northeast corner of the Chickamauga site with no groundwater affected, however further assessment is warranted to determine the spread and depth of contamination in order to recommend the best path for remediation. Using a new round of funding through TCRPC, a specific assessment will be completed by Cardno. Next steps include: specific testing, a meeting with the DEP to understand the scope of clean up, and a determination of funding sources for excavation/clean up (TCRPC or PBC DHED).

Cardno has completed supplementary soils testing and is preparing a final report for CRA review and/or action. Results are targeted to be presented to the CRA Board at their September meeting. Testing indicates a high concentration of Benzo(a)pyrene (BaP) in the northwest corner of the property. Cardno will determine whether remedial action is warranted. Cardno conducted a Phase II assessment in early December. Findings indicate trace amounts of contamination (arsenic & BaP) in the soil; the groundwater is said to be clear. CRA Staff is pursuing a more thorough soils study through funding available through TCRPC prior to issuing an RFP. Phase I ESA findings indicate the need to conduct further assessment of the site to determine if historical adjacent uses have negatively impacted the site. The CRA was approved by the TCRPC for a Phase I Environmental Assessment on September 9, 2021. Brownfields environmental consultants Cardno, completed the Phase I assessment in mid-October 2021.

On August 25, 2021, CRA staff submitted an application for funding from the TCRPC (Treasure Coast Regional Planning Council) Brownfields Program for a Phase I Environmental Assessment for the Chickamauga redevelopment site. Due to historic auto salvage and a dry-cleaning use on Okeechobee on

the site now occupied by Cumberland Farms, there is a likelihood that the site has some degree of contamination. The grant would fund a Phase I assessment, and a possible Phase II assessment depending upon initial findings. Any remediation timelines and cost to be determined. State funding is possible.

**Background:** The Chickamauga site consists of 3 parcels, one containing an occupied single-family dwelling, purchased by the CRA in December 2019 for \$550,000. The site is located directly south of Spencer Square facing the Dennis Koehler Preserve to the south. The site is earmarked for the CRA for mixed use or high-density residential redevelopment. CRA staff anticipates issuing an RFP in FY26.

### **Community Garden/Greenmarket Improvements (ONGOING)**

The Farm Manager received a grant in 2025 for \$10,000 in funding from the annual PBC OCR Community Project grant program. The funding would assist the Farm with planning of fruit trees on CRA owned land on Oswego Ave.

CRA Staff is planning for the construction of a permanent structure. Staff applied for a USDA Urban Agriculture grant in FY 21/22 to assist with the construction of the structure and to facilitate enhanced programming at the farm, but was not awarded the grant. CRA staff is looking at the viability of re-applying in another fiscal year.

### **PBC Transportation Planning Agency (TPA) Transportation Alternatives Program (TAP) Grants FY20 Cherry Road Pedestrian & Safety Improvements (UNDER CONSTRUCTION)**

**Updates:** Construction was substantially completed in January 2025. Light poles are retrofitted with lock boxes.

Rosso mobilized construction in March 2025. Sidewalks are progressing on south and north sides of road. The ILA between the CRA and the County has been approved by the BCC. An RFP has been issued to select the contractor. The contractor was in 2024 selected, and the BCC has approved the construction contract.

Design has been completed. Design engineers had identified field conditions that will make the installation of 10-12 ft. wide multi-purpose paths on the north side of Cherry Rd. impossible within the existing ROW. Several options have been discussed with PBC Engineering and the TPA, with the best option being reducing the multi-purpose paths to 8 ft. Engineering is awaiting approval from FDOT on the new cross section prior to design resuming.

**Background:** The Cherry Road project received approval for funding by the TPA Governing Board in July, 2020. The project proposes reduced travel lanes for traffic calming, new sidewalks on the south side of Cherry Rd east and west of the bridge to the intersection of Country Club Rd., a new 12' shared multi-use path on the north side of the corridor, new crosswalks, pedestrian scale lighting, and shade trees where allowed. The total project cost is \$1.96 million. The grant reimburses \$1 million. The application was submitted to the TPA on February 28, 2020.

**Private Redevelopment Projects:** Below is list of private development projects that are in the entitlements or the permitting process:

Projects	Address	Status
Westgate Terrace Mixed-Use (Danza Group)	2636 Westgate Ave.	<ul style="list-style-type: none"> <li>▪ WCRA recommendation 4/13/26</li> <li>▪ Adding 14 new units, Type 1 Waiver for parking reduction</li> <li>▪ Existing DRO approval 4/24 – Danza Group is owner</li> <li>▪ 4 stories, 58 total units with GF professional office</li> </ul>
Genessee Townhomes	Loxahatchee Drive	<ul style="list-style-type: none"> <li>▪ In Zoning review -- WCRA recommendation 11/10/25</li> <li>▪ 19-unit for-sale townhouse project -3 buildings on 1.12 ac</li> <li>▪ DRO for MF and DBP approval, Type 1 LS Waiver</li> </ul>
Connections School—expansion	1310 Old Congress Ave.	<ul style="list-style-type: none"> <li>▪ WCRA recommendation 8/19/25; DRO approval</li> <li>▪ Vocational school use – 150 new students</li> </ul>
Palm Beach Marketplace MUPD Expansion	1960 Okeechobee Blvd.	<ul style="list-style-type: none"> <li>▪ BCC approval 7/25</li> <li>▪ Adding 2.21 acres of land - rezoning, DOA, DRO approval for 14,521 sf of Type 1 restaurant use</li> </ul>
Westgate Village PH 1–16 ac	1111 N Congress Ave.	<ul style="list-style-type: none"> <li>▪ BCC approval 9/25; DRO approval 12/25</li> <li>▪ Phase 2 planning is underway and PH 1 permit plans</li> <li>▪ Rezoning to MUPD, PH1 405 units (325 DBP units)</li> </ul>
Neighborlee Living Micro-units/Mixed-use	2818 Westgate Ave.	<ul style="list-style-type: none"> <li>▪ Expanding concept - owns more properties to west</li> <li>▪ Developer working on construction plans and funding</li> <li>▪ BCC approval 9/25; DRO approval 12/25</li> <li>▪ Rezoning, BCC approval of 50 du/ac of WCRAO bonus density on .66 acres (33 DBP units) – 240 sf micro units</li> </ul>
Tallahassee Multifamily	1302 Tallahassee Dr.	<ul style="list-style-type: none"> <li>▪ DRO approval 7/25</li> <li>▪ 7-unit MF project, WCRAO DBP units, Type 1 LS Waiver</li> </ul>
PBKC – new relocated facility	1111 N. Congress Ave.	<ul style="list-style-type: none"> <li>▪ BCC approval 12/24</li> <li>▪ WCRA recommendation 3/11/24 -- 60,286 sf facility + 4 level parking structure</li> <li>▪ Rezoning, Class B Cond. use (indoor entertainment), DRO for Type 2 restaurant, variances, waivers</li> </ul>
PBC Fire Station #24	Westgate at Seminole	<ul style="list-style-type: none"> <li>▪ Project in permitting, ground-breaking planned 4/27</li> <li>▪ Presented to CRA 3/13/23, BCC in 8/25</li> <li>▪ Rezoning to PO approved, in site design phase</li> </ul>
NorWest Pointe Multifamily	Westgate at Tallahassee	<ul style="list-style-type: none"> <li>▪ DRO approval 11/25</li> <li>▪ WCRA recommendation 8/12/24</li> <li>▪ DRO approval for additional density for a 9-unit MF rental project, Type 1 Waiver (rezoning approved)</li> </ul>
Aero Village Multifamily	1699-1705 N. Congress Ave	<ul style="list-style-type: none"> <li>▪ DRO approval 12/24 – currently listed for sale</li> <li>▪ 4-stories, 38-unit market rate MF rental development</li> </ul>
Mavis Tires (Walmart MUPD)	1098 N. Military Trail	<ul style="list-style-type: none"> <li>▪ In Zoning review</li> <li>▪ WCRA recommendation 11/10/25</li> <li>▪ DRO approval for a 6,889sf Light Repair/Maint.</li> </ul>
Al Packer Fleet Services Facility	1668 N Military Trail	<ul style="list-style-type: none"> <li>▪ Under construction</li> <li>▪ Rezoning to CG, BCC approval – Heavy Repair/Maint. – DRO approvals 11/23</li> </ul>
Seven at Cherokee Townhomes	Cherokee Ave.	<ul style="list-style-type: none"> <li>▪ Under construction – DRO approval 3/23</li> <li>▪ 7 townhome-style multifamily units on .46 ac – DBP units</li> </ul>

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1280 N. CONGRESS AVE., SUITE 215, WEST PALM BEACH, FL. 33409  
MINUTES OF THE MONTHLY MEETING**

**March 09, 2026**

**I. CALL TO ORDER (IN-PERSON MEETING BROADCASTED ON ZOOM PLATFORM)**

Mr. Daniels, the Board Chair, called the meeting to order at 5:05 p.m. The roll was called by Ms. Pennell.

**Present:** Ronald L. Daniels  
Joanne Rufty  
Juan Groves  
Teliska Wolliston

**Absent:** Ruth Haggerty

**Staff Present:** Elizée Michel, Executive Director  
Denise Pennell, Director of Planning & Development

Carmen Geraine, Bookkeeper  
Thomas J. Baird, Esq., General Counsel

**Absent:** Mai Bui, Redevelopment Specialist/Administrative Assistant

**Others Present:** Adam Swaney, Richard Brown, Brock Chase (Engenuity Group)

**Zoom Attendees:** Ben Nayberg, Hope Housing Alliance

**II. AGENDA APPROVAL**

**1. Additions, Deletions, Substitutions to Agenda**

- No Additions, Deletions, Substitutions to Agenda
- **It was moved by Ms. Rufty and seconded by Ms. Wolliston to adopt the agenda as presented. Motion carried (4-0)**

**III. ADOPTION OF W/BH CRA MINUTES**

- **It was moved by Ms. Rufty and seconded by Ms. Wolliston to adopt February 23, 2026, minutes. Motion carried (4-0)**

**IV. PUBLIC COMMENT**

- No Public Comment

**V. DISCLOSURES**

- No Disclosures

**VI. CONSENT AGENDA**

**1. Approval of Neighborhood Preservation Grant**

The CRA established the Neighborhood Preservation Program to promote the preservation of the CRA's current housing stock by assisting property owners with necessary improvements. The program targets both single-family and multifamily properties. It provides up to \$6,000 in assistance per household/unit and requires a 50% match. The owners of 3549 Genessee Avenue have completed a roof replacement (\$18,700), installed windows (\$6,757.78), painted the units (\$971.59), and repaved the driveways (\$5,600) for a total amount of \$32,029.37. It is a three-unit property. Owners receive \$3,000 without a match. The balance (\$29,029.37) is matched at 50/50 (\$14,514.68) for a total reimbursement of \$17,514.68. For the three units, the owners can receive up to \$18,000. The work significantly improved the property. Before-and-after pictures are included in the attached board packet. The owners meet all the requirements of the program.

Staff recommends that the Board approve a reimbursement of \$17,514.68 to the owners of 3549 Genessee Avenue.

It was moved by Ms. Rufty and seconded by Ms. Wolliston to approve a reimbursement of \$17,514.68 to the owners of 3549 Genessee Avenue. The motion passed unanimously (4-0)

**VII. REGULAR AGENDA**

**1. Approval of Project Concepts for Donald Road and L-2 Canal/Florida Mango Roadways**

The CRA engaged Engenuity to do a feasibility study to improve Donnell Road, Florida Mango from Belvedere to Old Okeechobee, and to connect Congress Ave to Australian Avenue along the L-2 Canal.

Mr. Michel introduced the engineers from Engenuity Group to make a presentation to the Board. The consulting engineers present were Adam Swaney, Reichard Brown, and Broke Chase. The engineers study Donnell to evaluate the ultimate right-of-way required. They also analyzed the need for sidewalks, fire hydrants, drainage, and sanitary sewer. For Florida Mango, from Belvedere to Okeechobee, they evaluated the segment for safer sidewalks, drainage, streetlights to make the road safer for pedestrians. The last project they studied is the L-2 connection from Congress Avenue to Australian to construct a central roadway along the north side of the canal that would include a 20-foot-wide road, drainage, and sidewalks.

The engineers have found that Donnell Road is substandard. It varies from 16 to 18 feet in width. Additional right-of-way needs to be acquired to widen the road. There is an existing water main that runs from Westgate to Okeechobee. There is a gravity sewer system on Westgate and Okeechobee. Two fire hydrants will be needed for additional fire protection. To have a 20-foot-wide roadway for Palm Beach County, 60 feet of ultimate PBC Right-of-way is needed. Also, the swales need to be regraded to improve drainage. A low-pressure force main system should be installed to serve new developments. Gravity sewer is not feasible because of the low elevation.

N. Florida Mango was studied to improve safety. They looked at culverting the swales of move the sidewalks closer to the property line. Culverting the swales is less feasible because it will be difficult to provide the water-quality storage required. The recommendation is to relocate the sidewalk closer to the property line, away from the street. Also, streetlights can be added in coordination with FDOT for maintenance. The headwall will need to be removed. The sidewalk will be rerouted, and the swale will be redone to maintain the drainage flow. This improvement will cost \$1.4 million. There will not be any impact on the residents except for construction. 46 light poles need to be installed in the corridor. This project is very feasible.

The L-2 connector project proposes constructing a 20-foot-wide central roadway on the north side of the canal. It is estimated to cost \$ 7 million. It will impact the pump station and drainage, as three crossings need to be culverted. Adjacent property owners will be impacted since there is parking in the canal right-of-way. Off-site compensating storage: 3.5 acre-feet might be required. 3300 linear feet of exfiltration trench will be required.

**It was moved by Ms. Rufty and seconded by Ms. Wolliston approve the concept plans for Donnell Road, N. Florida Mango, and L-2 Canal Connector construction. The motion passed unanimously (4-0)**

## **2. Consideration of Housing Development Concept for 1699, 1703, 1705, and 1707 N. Congress Avenue**

Mr. Michel introduced Ben Nayberg, who made a presentation to the Board.

Hope Housing Alliance is a nonprofit developer focused on senior housing for low- and moderate-income seniors. They specialize in Low Income Housing Tax Credit (LIHTC), tax-exempt bond financing, and strategic public-private partnerships. They serve as a nonprofit developer, owner, and steward throughout the affordability compliance period. Responsibilities include project planning, financing, local government coordination, and long-term compliance. They have deep expertise in affordable housing finance and multifamily development delivery across Florida.

The County is offered a \$20 million GO bond. 2.4 million low-income Florida households spend more than 30% of their income on housing. 1.3 million are severely cost-burdened, paying over 50% of their income on housing. Senior occupancy in the Palm Beach County FHFC portfolios is exceptionally high at 98.1%. The population continues to grow rapidly, increasing the strain on the available housing stock. Those on fixed incomes are the most vulnerable to being cost-burdened.

The site is located on the west side of Congress Avenue, south of Westgate Avenue and north of Cherry Rd. The site consists of 4 contiguous parcels, bordered to the south by the LWDD L-2 canal and to the west by the LWDD E-3 ½ canal. It is approximately 1.4 acres.

The site was approved by the Palm Beach County Development Review Officer (DRO) on June 20, 2024. The original approval was for a 38-unit, 4-story multifamily building. The land cost \$3.6M. The parcel has been vacant for years. The previous 38-unit plan was deemed financially infeasible at the current land price. The only way to make it work is to build more units. The County evaluates the per-unit subsidy to compete for the County loan.

The goal is to use the existing site plan to update the unit mix and optimize the ground floor. The community room, fitness center, and computer rooms will be moved to the ground floor.

The revised concept will be 84 units, with a unit mix of 50% studios and 50% one-bedroom. Population 100% (age 55+), targeting 50% AMI – 80% AMI. 5-6 stories, increased from 4. Parking 15% reduction, plus a traffic study to justify reduced guest parking.

It proposes a financing structure with 4% LIHTC, tax-exempt bond financing issued via the Housing Finance Authority (HFA), and a general obligation bond with zero interest, repaid in 40 years, maintaining a 50-year minimum affordability.

Here are some benefits of senior housing. Affordable options for seniors, including fixed-income seniors earning 50% - 80% of AMI, provide high-quality housing security. It provides housing mobility, freeing up existing housing stock for workforce families as seniors relocate to appropriate housing. It ensures long-term affordability, with protections recorded against the property for 30 - 50 years. It has low traffic impact, as senior households generate significantly fewer vehicle trips compared to standard multifamily developments. It also activates a vacant parcel, transforming a 3.6 million site that has been vacant for years into a productive community asset. Senior housing developments traditionally demonstrate low turnover and high, stable occupancy, making for a stable residential base. Senior housing is much needed, and there is no vacancy.

The developer needs density bonus approval to achieve 84 units in the revised senior housing plan to ensure financial feasibility and operational efficiency. A letter of support, highlighting the project's alignment with local goals, would help the application before the Palm Beach County review committee. A CRA letter addressed to the Board of County Commissioners, endorsing the project's community benefits and affordable housing goals, would go a long way.

Staff recommends approval of the project.

**It was moved by Ms. Rufty and seconded by Ms. Wolliston to support the project and endorse the increase in density.**

**The motion passed unanimously (4-0)**

## VIII. STAFF REPORTS

Mr. Michel reported that the Board of County Commissioners approved the Comprehensive Plan Text Amendment to increase the density Bonus Pool by 3,000 units. With approval, there is a requirement for an annual work plan to invest in traffic mitigation.

Ms. Pennell updated the Board on the MPO grant for the Wabasso Drive streetscape. The application requested \$1.5 million from the Transportation Alternative Program (TAP). It is highly competitive, as the MPO allocates only a limited amount for this cycle.

The Westgate Avenue was nominated for an award at the Safe Roads Summit. The CRA was not chosen, but it was part of the discussion.

The Cherry Road project is substantially completed. The streetlights are still working. They have locked boxes.



Westgate CRA Regular Board Meeting  
April 13, 2026

**REGULAR AGENDA ITEM SUMMARY**  
**Development Review for WCRA Recommendation**

**Westgate Terrace**

Control #2022-119

PCN 00-43-43-30-33-001-0000

DRO Approval for Additional WCRAO Bonus Density  
Type 1 Waiver for Parking Reduction



Location Map

**Project Background**

Westgate Terrace by Danza Group of Westgate, LLC is a culmination of years of CRA land acquisition efforts, comprehensive plan and zoning code implementation, and partnerships to realize the kind of dense mixed-use infill redevelopment envisioned for Westgate Avenue in the CRA's Redevelopment Plan. The project components and design are meant to inspire investor interest, as well as a create a model for future mixed-use development along the corridor.

In 2018, the Danza Group, LLC a New Jersey based developer entered into an option agreement with the CRA to purchase the +/- 2-acre land assemblage at the southeast corner of Westgate Avenue at Seminole Boulevard for the development of a mixed-use project. The CRA had begun acquiring parcels at this intersection in 2005, recognizing the potential for redevelopment along Westgate Avenue at this intersection.

Following the execution of the option agreement, the developer began efforts to obtain federal and local financing for the project. In 2021, the CRA was able to acquire a 6<sup>th</sup> property on Nokomis Avenue to square off the land assemblage using CDBG funding provided by DHED from the County’s annual allocations. The final missing property on Westgate Avenue was purchased by the developer directly in 2022. In late 2021, the developer secured the funding necessary to move forward with design and entitlements. The option agreement provided that the control of the land is held by the CRA until entitlements are obtained.



Graphic rendering of Westgate Terrace – view of Westgate Avenue frontage

### **Existing Entitlements & Project Status**

In 2022, the CRA Board recommended bonus density allocation and site plan approval for the Westgate Terrace mixed-use project. Zoning Division administrative DRO approval was received in April 2024 for 44 multi-family rental units: 24 two-bedroom, and 20 three-bedroom units on three upper floors, with ground floor government services and medical office space totaling 10,339 sf. The

project is approved at a total of 22 du/acre. In design, the building fronts Westgate Avenue, utilizing the overlay’s provisions for on-street parking, reduced setbacks and landscape buffers, with vehicular access from Seminole Blvd. to the west, and Nokomis Avenue to the south.

In the 2025 fiscal year, the 6 CRA-owned lots were sold to the Danza Group; the agreement provided the Agency with a ‘reverter’ clause: the project must be fully constructed within 4 years of receiving project entitlements or ownership reverts to back to the CRA. The existing residential dwellings will be demolished prior to the commencement of construction. Project build-out is expected by 2028.

**Proposed Development Order Modifications**

The project site is within the NC Sub-area of the WCRAO, zoned General Commercial (CG) supporting a Commercial High with an underlying residential future land use (FLU) designation of 8 du/acre (CH/8). The site has been re-platted to one single parcel. Site configuration, access points, building placement, height, landscape, retention and recreation space elements all remain the same. The applicant proposes to increase the number of residential units from 44 to 58, or 29 du/ac. The unit mix has been revised to include 5 one-bedroom, 47 two-bedroom, and 6 three-bedroom unit types. A 20% workforce housing obligation remains; 12 units are set aside.

The ground floor commercial square footage/rental office has reduced to 8,320 sf—4,000 sf has been set aside for the CRA’s offices, with 4,000 sf for a professional office tenant. The total building footprint remains at 19,002 sf. Parking requirements have increased commensurately, compelling the applicant to request a Type 1 administrative parking waiver now available to bonus density projects in the Westgate—121 parking spaces are required and 106 spaces are provided.

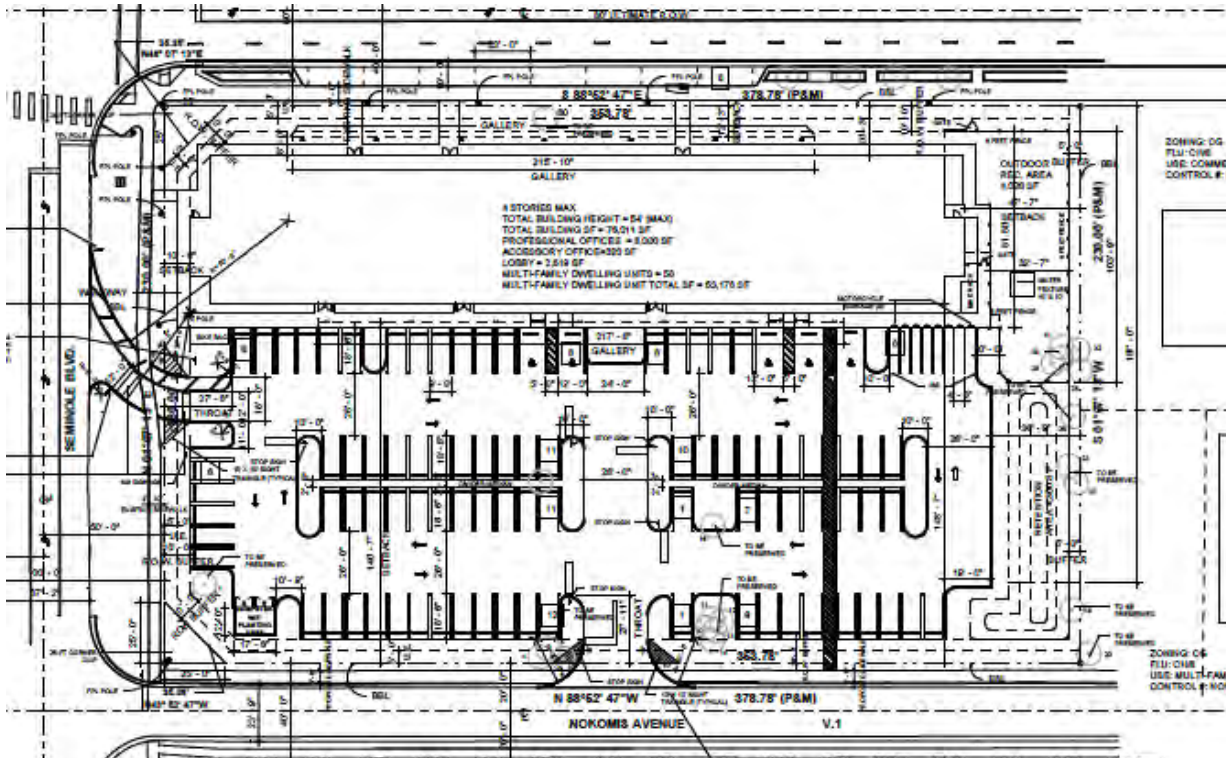
To achieve an overall site density of 58 units the project requires a total of 42 bonus density units from the Program’s pool. The project was previously allocated 28 density bonus units from the pool. This application requests an additional 14-unit allocation. The site’s future land use allows for 16 units by right. Westgate bonus density may be approved by the DRO when the request is 4 - 22 du/acre; through this application, Westgate Terrace is requesting a total of 21 du/acre of bonus density, still within the threshold for DRO administrative approval.

**Summary of Petition**

The applicant requests a recommendation of approval from the Westgate CRA for the following:

1. Development Review Officer (DRO) approval of fourteen (14) additional bonus density units from the WCRAO Density Bonus Program pool;

2. Administrative approval of a Type 1 Waiver pursuant to Art. 3.B.14.I.c.1)d) to allow a reduction of 15% from the parking requirements;
3. An allocation of 256 trips per day and 27 pm peak hour trips from the WCRA Transportation Concurrency Exception Area (TCEA) pool; and,
4. Final DRO Site Plan approval.



Preliminary Site Plan

### Compliance with WCRAO Density Bonus Program Criteria

In February 2026 the BCC adopted a text amendment to the Westgate Community Redevelopment Area Overlay in the Comprehensive Plan which sets aside 4,300 bonus density units for the residential build out of Westgate CRA area. In the NC Sub-area, a maximum of 50 density bonus units per acre are available to individual projects. This project proposes 29 du/ac on 2 acres well within the threshold for density limits of the sub-area. To date, 623 density bonus units have been allocated to multifamily and mixed-use projects throughout the District.

To qualify for WCRAO density bonus units, and receive a positive recommendation from the CRA, a number of criteria must be met. This project has demonstrated that criteria is met through the

previous Board recommendation. A master covenant has been recorded deed restricting 9 workforce units for low income and moderate 1 households. The new unit count will require a new master covenant to be recorded for 12 workforce housing units: 10% or 6 low-income (60-80% of AMI) units and 10% or 6 Mod 1 (80-100% of AMI) units.

### **Parking – Type 1 Waiver**

WCRAO parking standards were revised in October 2025 to allow an applicant utilizing Westgate bonus density to request to reduce WCRAO parking requirements subject to a Type 1 Waiver process, and the standards of the Affordable Housing Program Parking Reduction. The waiver process is dependent upon the approvals’ standards for additional density from the Bonus Pool. The overlay was further modified to reduce the guest parking requirement, and allow for motorcycle parking to count toward the required ratio in mixed use and commercial projects. These provisions recognize the need for greater flexibility in parking standards for residential and mixed-use infill projects when density is beyond what is contemplated by the site’s FLU.

To access a Type 1 Waiver during the original application process that was not available to Westgate projects, the applicant used parking ratios from Art. 6 and applied an administrative waiver to the requirements to allow for a 15% reduction. The current waiver request is from WCRAO parking requirements. Although the Waiver will allow a 15% reduction in the quantity of required parking, which would bring the total required parking to 103 stalls, the project existing approval does provide a total of 106 parking stalls. The applicant has provided a parking demand analysis and parking management plan per the requirements of Art. 3 and Art. 6. Illustrating the parking demand does not outweigh capacity based on commercial hours of operation, and residential trip generation peak hours. The applicant has reconfigured unit mix and ground floor commercial square footage to allow the tabular data to reflect the approved site plan parking with the exception of added motorcycle parking.

### **Traffic & Drainage Considerations**

The traffic statement provided with the original application requested an allocation of 396 trips per day and 31 pm peak hour trips, from the WCRA’s Traffic Concurrency Exception Area (TCEA) pool. The current traffic study reflects a net Increase of 256 daily trips, 28 am peak, 27 pm peak overall— a 140 daily trip difference from original allocation; pm peak hour trips are reduced from 31 to 27. Despite an increase in residential units, the reduction of 2,019 sf of commercial use generates less traffic impact.

**Staff Recommendation**

The Westgate Terrace application requests are consistent with the goals and objectives of the Westgate CRA Community Redevelopment Plan to allow for increased density in vertical mixed-use development along Westgate Avenue, comply with the provisions of the WCRAO zoning overlay, and the standards for a WCRAO Type 1 parking waiver. The project represents an investment in the community and will enhance the character of Westgate Avenue through the redevelopment of underutilized land for much needed workforce housing and professional office space.

Staff supports a Board recommendation of **approval** for the following application requests:

5. Development Review Officer (DRO) approval of fourteen (14) additional bonus density units from the WCRAO Density Bonus Program pool;
6. Administrative approval of a Type 1 Waiver pursuant to Art. 3.B.14.I.c.1)d) to allow a reduction of 15% from the parking requirements;
7. An allocation of 256 trips per day and 27 pm peak hour trips from the WCRA Transportation Concurrency Exception Area (TCEA) pool; and,
8. Final DRO Site Plan approval.



**Palm Beach County Zoning Division**  
 2300 N. Jog Road  
 West Palm Beach, Florida 33411  
 Phone: (561) 233-5200

**2025 GENERAL APPLICATION - INSTRUCTIONS**

All Zoning applications require submittal of this General Application and must be preceded with a Pre-Application Review (PAR) with issuance of a Referral Number and invoice for online submittal. Part 2 is not required for not required for Unity of Title or Release, Unity of Control or Release, Temporary Use, Temporary Sign, Reasonable Accommodation, or Special Permit. The Part 2 table below can be deleted for those applications. For Confirmation of Community Residence, use Form 132 in lieu of this General Application form. Email questions and request for Word version of this form to [PZB-ZoningIntake@pbc.gov](mailto:PZB-ZoningIntake@pbc.gov) . See [GeoNav](#) for yellow items.

<b>Part 1 – General Information</b>			
<b>Application Name</b>	Westgate Terrace	<b>Date</b>	12-22-25
<b>Control No./Name</b>	2022-0119	<b>Control Acres</b>	2ac
<b>Address or Location</b>	At the Southeast corner of the intersection of Westgate Ave. & Seminole		
<b>PCNs</b>	00-43-43-30-33-001-0000		
<b>Owner Name</b>	Danza of Westgate LLC		
<b>Agent/Applicant</b>	Aaron M. Taylor (Arc Development Global, LLC)		
<b>Email</b>	archdevelopmentglobal@gmail.com	<b>Phone</b>	561-629-2739
<b>A. Request Summary</b>			
<b>Application Summary</b>	<ul style="list-style-type: none"> <li>❖ To Modify the current approved Final Site Plan to increase the total number of multi-family dwelling units from 44-Units to a max of 58-Units.</li> <li>❖ To revise the Government Services Use and the Medical or Dental Office use to be Professional Offices</li> <li>❖ Revise the WFH Housing Obligation calculation based on the increase in Units</li> <li>❖ Revise the parking Calculation based on the new multi-family unit mix and Professional Office Uses</li> <li>❖ Revise Type I Waiver Chart to reflect the new 15% Waiver parking calculation based on the WRCA parking provisions.</li> </ul>		
<b>Zoning Requests</b>	<ul style="list-style-type: none"> <li>❖ <i>DRO (Zoning Agency Review) – Site Plan modification to increase the number of residential Multi-Family Dwellings for 44-Units to 58-Units, revise the parking to include motorcycle parking and adjust the tabular data to reflect the changes.</i></li> <li>❖ To revise the Government Services Use and the Medical or Dental Office use to be Professional Offices</li> <li>❖ Revise the WFH Housing Obligation calculation based on the increase in Units</li> </ul>		

	<ul style="list-style-type: none"> <li>❖ Revise the parking Calculation based on the new multi-family unit mix and Professional Office Uses</li> <li>❖ Revise Type I Waiver Chart to reflect the new 15% Waiver parking calculation based on the WRCA parking provisions.</li> </ul>
<b>B. Subject Site Data</b>	
<b>Existing Uses</b>	<i>Mixed-Use (Professional Office, Rental Office &amp; Multi-Family rental apartments)</i>
<b>Future Land Use</b>	<i>CH/8</i>
<b>Zoning</b>	<i>CG</i>
<b>Overlay*</b>	<i>WCRA</i>
<b>Acres – with additions/deletions</b>	<i>2ac</i>
<b>Access</b>	<i>Nokomis Avenue</i>
<b>Development Order</b>	<i>Previous Approval (DRO/W-2022-0119)</i>
<b>Code Violation</b>	<i>None</i>
<b>Building Permits</b>	<i>None</i>

<b>Part 2 – Detailed Information</b>	
<b>A. Prior and Concurrent Applications</b>	
<b>WHP/TDR</b>	<i>WHP – 12 Units required</i>
<b>FLUA Amendment</b>	<i>No FLU Amendment Proposed</i>
<b>Monitoring</b>	<i>N/A</i>
<b>Resolution &amp; Conditions of Approval</b>	<i>None – DRO/W-2022-1521 (DRO &amp; Waiver Conditions of Approval). Please see Status of Conditions provided to the Zoning Division as part of this application.</i>
<b>B. Concurrency Determination Data</b>	
<b>Non-Residential Intensity</b>	<p><b><u>Currently Approved:</u></b>  <i>Government Services – 4,000 SF</i>  <i>Accessory Office – 320 SF</i>  <i>Medical or Dental Office – 4,000 SF</i></p> <p><b><u>Proposed:</u></b>  <i>Professional Office: 8,000 SF</i>  <i>Accessory Office: 320 SF</i></p>
<b>Residential Density Units</b>	<p><b><u>Currently Approved:</u></b>  <i>44-Units (Multi-Family Rental)</i></p> <p><b><u>Proposed:</u></b>  <i>58-Units (Multi-Family Rental)</i></p>

<b>Residents/Beds</b>	<p><b><u>Currently Approved:</u></b> 44-Units (Multi-Family Rental)</p> <p><b><u>Proposed:</u></b> 58-Units (Multi-Family Rental)</p>
<b>Water</b>	Yes, PBCWUD
<b>Sewer</b>	No, PBCWUD & Health Dept.
<b>Health Dept. Uses</b>	Indicate any existing or proposed: Hospitals, medical clinics, day cares, schools, personal services, cement plants, power plants, sugar Mills, dry cleaners, crematories, cement batching plants, surface coating facilities, CLFs, restaurants, lounges – None of these Uses are proposed. - <b>None</b>
<b>Health Dept. Hazardous Material</b>	<p>Indicate any existing or proposed hazardous material stored or produced on the site, including the type and amount of:</p> <ul style="list-style-type: none"> <li>• industrial, manufacturing, special or hazardous waste that may be generated; - <b>No</b></li> <li>• airborne pollutants that may be generated (i.e. dust or other unconfined particulates such as NOx, SOx, CO, VOC's, heavy metals, etc.); and, - <b>No</b></li> <li>• any special handling of solid waste that may be required. - <b>No</b></li> </ul>
<b>C. Environmental Determination Data</b>	
<b>ERM Regulations</b>	<p>Indicate whether:</p> <ul style="list-style-type: none"> <li>• Site has wellfields or is located within a Wellfield Protection Zone - <b>No</b></li> <li>• Site is located within the Coastal Protection Zone - <b>No</b></li> <li>• Regulated substances were previously or proposed to be stored on site, including storage of regulated substances in underground storage tank systems that are greater than 550 gallons - <b>No</b></li> <li>• Application proposes to excavate a mined lake on site - <b>No</b></li> </ul>
<b>ERM Review of Native Vegetation</b>	<p>ERM Pre-Application Meeting was preformed during the previous DRO Site Plan Approval – DRO/W-2022-1521.</p> <p>ERM Conditions of Approval for current Approval (DRO/W-2022-1521) to provide a Phase I &amp; Phase II Environment was completed and submitted to Mark Meyer in ERM in 2024.</p> <p>Note: There are no changes being proposed that will effect the previous required trees that must be preserved as previously required by ERM.</p>

<b>Part 3. Applicant Data</b>	
<b>A. Agent Information</b>	
Identify the information for the agent processing the application. This will be the primary contact for the Division.	
<b>Name(s)</b>	Aaron M. Taylor
<b>Company Name</b>	Arc Development Global, LLC
<b>Address</b>	2134 Bellcrest Court
<b>City, State, Zip</b>	Royal Palm Beach, FL 33411
<b>Phone / Fax Number</b>	561-629-2729
<b>Email Address</b>	archdevelopmentglobal@gmail.com

<b>B. Applicant Information</b>	
Identify the information for each Property Owner and Contract Purchaser. Duplicate table as needed. Each Owner and each Applicant / Contract Purchaser must submit Attachment C & Attachment E.	
<b>Name</b>	Danza of Westgate, LLC
<b>Company Name</b>	Danza of Westgate, LLC
<b>Address</b>	11259 Edgewater Circle
<b>City, State, Zip</b>	Wellington, FL 33414
<b>Phone / Fax Number</b>	914-306-3332
<b>Email Address</b>	Chuck.schorr.Lesnick@gmail.com
<b>Interest</b>	<i>Property Owner</i>
<b>Name</b>	
<b>Company Name</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Phone / Fax Number</b>	
<b>Email Address</b>	
<b>Interest</b>	<i>Indicate whether person is a Property Owner or Contract Purchaser.</i>

**Note:** Refer to PZB Zoning Website for all ULDC Articles <http://www.pbcgov.com/uldc/index.htm> referenced in this document and the Technical Manual for helpful information <http://www.pbcgov.com/techmanual/index.htm>



**Palm Beach County Zoning Division**  
 2300 N. Jog Road  
 West Palm Beach, Florida 33411  
 Phone: (561) 233-5200

**WAIVER SUPPLEMENTAL APPLICATION**

Unified Land Development Code (ULDC) Art. 2 establishes a list of Waivers for which an Applicant may apply. Applicants seeking a Waiver are required to submit Waiver Supplemental Application with the submittal of the General Application (Form 1) for Public Hearing & DRO Administrative Processes. Email questions and request for Word version of this form to [PZB-ZoningIntake@pbc.gov](mailto:PZB-ZoningIntake@pbc.gov).

**Part 1 – General Information**

<b>Application Name</b>	Westgate Terrace	<b>Date</b>	1-29-26
<b>Control No./Name</b>	2022-119	<b>Control Acres</b>	2ac

**Part 2 – Justification - General Requirements**

Each Waiver application must include a Justification Statement addressing the three (3) applicable Standards pursuant to Article 2.C.5.F or Article 2.B.7.D for each Waiver requested demonstrating how each Waiver standard is met, including a statement establishing the basis for each waiver.

1. The Waiver does not create additional conflicts with the specified Section(s) of the ULDC, and is consistent with the stated purpose and intent and standards;
2. The Waiver will not cause a detrimental effect on the overall design and development standards of the project, and will be in harmony with the general site layout and design details of the development; and,
3. The alternate design option recommended as part of the Waiver approval, if granted, will not adversely impact users of the project or adjacent properties.
4. Additional standards for Type 2 Waivers for Medical Marijuana Dispensing Facilities as contained in **Article 2.B.7.D.3.d**; or, Unique Structures as contained in **Article 2.B.7.D.4**, need to be addressed.

Agent Provided Responses to Criteria 1-3 above within the Justification Statement as part of the Zoning Submittal.

**Part 4 – Justification – Waiver Specific Requirements**

The following Waiver requests require additional criteria to be addressed (refer to ULDC section listed below).

- Art. 3.E.1.C.2.a.5, Cul-de-sacs Criteria
- Art. 3.F.4.d.9.a, Type 2 Waiver Block Structure Criteria
- Art. 4.B.9.H.5, Type 2 Waiver from Required Dimensional Criteria. Communication Tower Criteria
- Art. 8, Table 8.G.3.B, Type 2 Waivers for Electronic Message Sign Criteria
- Art. 7, Table 7.B.4.A, Landscaping Criteria
- Art. 11.E.2.A.26, Access Waiver for Collocated Landscape Service in the AR Zoning District

**Part 3 - Waiver Information**

For each proposed waiver, provide the information below. Repeat the rows for each additional waiver.

**Waiver 1**

<b>Waiver Summary</b>	To apply the Type I Waiver provision to allow the 15% reduction in required parking for a Mixed-Use Project within the WCRA.				
	<b>W#</b>	<b>CODE SECTION</b>	<b>REQUIRED</b>	<b>PROPOSED</b>	<b>WAIVER</b>
	1.	ULDC Art.3.B.14.I.C.1.d	121 Parking Stalls	106 Parking Stalls	18 Parking Stalls
	<b>Note:</b> The 15% reduction from the 121 parking spaces required reduces the total required parking				

to 103. However, the proposed Final Site Plan provided provides a total of 106 parking spaces; which is 3 spaces over that which is required.

<b>Mixed-Use Parking Breakdown</b>			
<b>Category</b>	<b>Required (Standard)</b>	<b>Type I Waiver (Parking – 15% Reduction)</b>	<b>Provided</b>
Multi-Family (1-Bed x 5-Units)	5	<b>121 Parking X 15%= 18  (-18)</b>	<b>Total Parking Provided  103 (Waiver)  106 (Provided)</b>
Multi-Family (2-Bed x 47-Units)	71		
Multi-Family (3-Bed x 6-Units)	12		
Multi-Family (Guest Spaces (1/4 du x 58))	12		
Professional Office (2.5/1000) – 8,000 SF	20		
Accessory Office (2.5/1000) – 320 SF	1		
<b>Total</b>	<b>121</b>		

- ❖ Parking calculations are in accordance with ULDC Art.3.B.14.1.c.1.d which provides a provisions for parking standards within the WCRA. Within the provision of this sections of the ULDC motorcycle parking for Mixed-Use projects are allowed. The total number on site parking includes 9 motorcycle parking stalls.
- ❖ The 15% reduction from the 121 parking spaces required, reduces the total required parking to 103. However, the proposed Final Site Plan provided provides a total of 106 parking spaces; which is 3 spaces over that which is required.

<b>ULDC Regulation</b>	ULDC Art.3.B.14.I.C.1.d. requires 121 Parking Spaces
<b>Proposed Regulation</b>	<i>Site Plan Proposes 106 Parking Spaces</i>
<b>Proposed Waiver</b>	<i>15% Waiver allows a reduction of 18 parking spaces for a total required of 103 Parking Spaces</i>

<b>Waiver 2</b>	
<b>Waiver Summary</b>	<i>Provide a short paragraph summarizing the proposed waiver, including the ULDC reference.</i>
<b>ULDC Regulation</b>	<i>Provide the ULDC Regulation verbatim from the ULDC.</i>
<b>Proposed Regulation</b>	<i>Provide the proposed regulation.</i>
<b>Proposed Waiver</b>	<i>Describe the proposed waiver.</i>
<b>Waiver 3</b>	
<b>Waiver Summary</b>	<i>Provide a short paragraph summarizing the proposed waiver, including the ULDC reference.</i>
<b>ULDC Regulation</b>	<i>Provide the ULDC Regulation verbatim from the ULDC.</i>

<b>Proposed Regulation</b>	<i>Provide the proposed regulation.</i>
<b>Proposed Waiver</b>	<i>Describe the proposed waiver.</i>
<b>Waiver 4</b>	
<b>Waiver Summary</b>	<i>Provide a short paragraph summarizing the proposed waiver, including the ULDC reference.</i>
<b>ULDC Regulation</b>	<i>Provide the ULDC Regulation verbatim from the ULDC.</i>
<b>Proposed Regulation</b>	<i>Provide the proposed regulation.</i>
<b>Proposed Waiver</b>	<i>Describe the proposed waiver.</i>
<b>Waiver 5</b>	
<b>Waiver Summary</b>	<i>Provide a short paragraph summarizing the proposed waiver, including the ULDC reference.</i>
<b>ULDC Regulation</b>	<i>Provide the ULDC Regulation verbatim from the ULDC.</i>
<b>Proposed Regulation</b>	<i>Provide the proposed regulation.</i>
<b>Proposed Waiver</b>	<i>Describe the proposed waiver.</i>

**JUSTIFICATION STATEMENT**

**Westgate Terrace**

February 18, 2026

(Revised) March 18, 2026

**CONTROL:** 2022-119

**REQUEST:**

On behalf Danza of Westgate and the Westgate Belvedere Homes CRA, Arc Development Global, LLC (Agent) has prepared this application for a modification to the current approved 76,011 SF Mixed-Use project located in at the southeast corner of the intersection of Westgate Ave. and Seminole Blvd. within the Westgate Corridor Overlay. The property owners are more specifically requesting a Development Review (DRO) approval of the proposed revisions to the Final Site Plan provided to Zoning Staff. The proposed revisions include increasing the residential density from a 44-Unit residential Multi-Family (Rental) development, with 4,000 SF of Government Services (Future Westgate CRA Office), 622 SF of Accessory Office, and 4,015 SF of Medical or Dental Office, to be a 58-Unit residential Multi-Family (Rental) development with 8,000 SF of Professional Office, which includes 4,000 SF for Westgate CRA. The increase in Multi-Family density does not change the configuration, size or building height of the approved building; all revisions will be included within the current approved building footprint. The project will still consist of one (1) 4-story buildings with a Total building footprint of 19,002 SF. We have been working closely with the Westgate CRA, Palm Beach County Department of Housing and Economic Development, and HUD to plan and development a project that will not only comply with the Land Development Code requirements, but also bring much needed economic stimulus to the Westgate Corridor. As a result of new Unified Land Development Code (ULDC) language adopted by the Board of County Commissions on October 23, 2025, provides parking provisions that allow for a greater residential density than what was previously approved. Included in the WCRA Code provisions for Parking is the option to include motorcycle parking and request a Type I Waiver for up to a 15% reduction in the total parking required. Reference ULDC Art.3.B.14.I.C.1.d.

**Type I Waiver request is as follows:**

TYPE I WAIVER CHART					
W#	CODE SECTION	REQUIRED	PROVIDED	WAIVER	APPROVAL DATE
W1	Art.3.B.14.I.C.1.d MIN. PARKING & LOADING REQUIREMENTS	121 PARKING SPACES	106 PARKING SPACES	18 PARKING SPACES	TBD

**Note:** Parking calculations and Type I Waiver Criteria are provided, beginning on page 6 of this Justification Statement.

**PROJECT DESCRIPTION:**

Originally the project consisted of seven (7) separate, but contiguous lots totaling 2ac. The property is Zoned General Commercial (CG) with a Future Land Use (FLU) of CH/8. is located within the Westgate Corridor Overlay, Westgate CCRT Area, and is located within the Urban Redevelopment (URA) Planning Study Area. Currently, the subject property has been Platted to comply with the Conditions of Approval from the original approval. A portion of the (now) single Platted Lot, has residential dwellings, which will be demolished upon construction of the proposed Mixed-Use project. The 2ac site is surrounded by Right-of-Ways on three (3) sides;

Westgate Avenue (North), Seminole Blvd. (West), and Nokomis Ave. (South). On the east, the property abuts one (1) existing commercial Use and one (1) vacant lot. (See Below.)

**Westgate Terrace – Project Boundary & PCN**



<b><u>Project Property Control Number</u></b>	
<b><u>1</u></b>	<b><i>00-43-43-30-33-001-0000</i></b>

**SURROUNDING EXISTING LAND USES:**

<b><u>Direction</u></b>	<b><u>Adjacent Use</u></b>	<b><u>Zoning Designation</u></b>	<b><u>Future Land Use</u></b>
<b>North</b>	Commercial	General Commercial (CG)	Commercial High (CH/8)
<b>South</b>	Residential (Single Family Dwelling)	General Commercial (CG)	Commercial High (CH/8)
<b>East</b>	Residential (Single Family Dwelling)	General Commercial (CG)	Commercial High (CH/8)
<b>West</b>	Commercial	General Commercial (CG)	Commercial High (CH/8)

**DENSITY AND WORKFORCE HOUSING:**

The proposed Mixed-Use project will consist of 58 residential multi-Family residential units. *Of the total 58 Units, 42 of those units come from the WCRA Density Bonus Pool.* The 44 units were calculated as follows:

**FLU Density**

Total Acreage = 2ac.

The FLU is CH/8. (2ac x 8 = 16 units). 0 WHP obligation for these 16 units.

**WCRAO DBP Units**

Upon WCRA approval of 42 units, per Article 3, 20% of total project required as on site affordable and WHP units, 58 units x 20% = **12 units**.

- ❖ 12 units x a maximum of 40% or a minimum of 10% = **6 units** restricted at **WHP Low Income** category (60%-80% MFI).
- ❖ 58 units x 10% = **6 units** restricted at **WHP Moderate 1 Income** category (>80-100% MFI)

<b><u>WCRAO WFH Breakdown</u></b>		
	<u>Number of WCRAO WFH Units per Income Category</u>	<u>Income Category</u>
1	6 – Low Income WFH	60% - 80% MFI
2	6 – Moderate 1 Income	80% - 100% MFI

*Refer to ULDC Art.3.B.14.H for WCRAO Density Bonus Pool Limits and Density Bonus Pool Approval*

**Site Plan Tabular to be as Follows:**

<b>Total units</b>	<b>58</b>
<b>Total units from WCRA Bonus Pool</b>	<b>42</b>
<b>Total WHP required (20% per WCRA)*</b>	<b>12</b>
<b>Total WHP provided</b>	<b>12</b>
<b>WHP units per income category:</b>	
<b>*WHP only subject to WCRA per Art. 3.B.14.H and Art. 5.G.1.A.2.d.1)b).</b>	

**PERIMETER BUFFERS**

The Chart below outlines the required perimeter buffers based on the adjacent property and/or use.

	<u>Direction</u>	<u>Adjacent Property</u>	<u>Perimeter Buffer Type Required</u>	<u>Perimeter Buffer Type Provided</u>
1	North	80' ROW (Westgate Ave.)	7.5' ROW Buffer	10' ROW Buffer
2	West	100' ROW (Seminole Blvd.)	10' ROW Buffer	10' ROW Buffer
3	East	Commercial	5' Compatibility Buffer	5' Compatibility Buffer
4	South	40' ROW (Nokomis)	7.5' Incompatibility Buffer	10' Incompatibility Buffer

**Note:** Buffer width noted in the chart above are as result of the provision outlined in ULDC Art.3.B.14.J.2 (WCRAO Buffer Reductions).

**FOUNDATION PLANTING:**

In accordance with ULDC Art.3.B.14.J, “Required Foundation Planting along any façade with a required build-to-line may be deleted. Since the project is located in the Urban Suburban tier, at the intersection of Westgate

Avenue and Seminole Blvd., which are both build-to-lines, Foundation Planting is not required for the North or the West façade of the building (See Below). The only building façade required to provide Foundation Planting is the east façade (Side Interior). The minimum width of 8’ has been provided for 50% of the east building façade. Although, there is no requirement to provide Foundation Planting along the rear (South) façade of the building, a 3’ wide Foundation Planting strip will be provided to provide additional landscape aesthetic to the project from the parking area.

***Mixed-Use – Foundation Planting Percentage per Each Facade***

<u>Direction</u>	<u>Facade</u>	<u>Required</u>	<u>Provided</u>	<u>Percentage</u>
North	Front	0’	0’	0%
East	Side Interior	8’	8’	50%
West	Side-Street	0’	8’	10%
South	Rear	0’	3’	95%

**RECREATION AREA:**

The proposed Mixed-Use project consists of 44 residential dwelling units and the ULDC requires a Recreation Area to be a minimum of .138ac or 5,702 SF. However, this project is located within the Westgate Corridor and in the NC Sub-Area is as such is permitted to utilize the 50% reduction provision. Based on communication with Jean Matthews in the Parks and Recreation Division, she has provided the minimum Recreation Area for this project to be no less than 5,702 SF. The project originally provided more than 5,000 SF of Outdoor Recreation Area, located at the northeastern portion of the building. However, to comply with the WCRAO minimum 80’ Frontage requirement for façade of the building abutting Westgate Avenue, the Recreation Area had to be reduced to accommodate the increased expansion of the building and additional Retention Area to accommodate for onsite Drainage. The remaining Recreation Area had to be reduced to exactly 4,026 SF. Refer to Site Plan provided to Zoning Staff on May 22, 2023. There is no additional land area in which to accommodate additional Recreation Area with the specific dimensional requirements of the Parks and Recreation Division. Therefore, a partial Cash-Out Option is required and the language provided by the Parks and Recreation Department has been included on the revised Site Plan. The reduction and removal of the two (2) ADA accessible residential units that were located at the east portion of the 1<sup>st</sup> floor has allowed the Development team to utilize the now available 2,000 SF as Indoor Recreation Area. The inclusion of the 2,000 SF Indoor Recreation Area now provides a total Recreation Area provided of 6,026 SF. Which, is in excess of the 5,702 SF required.

As a result of comments from the parks and Recreation Department which specify that the 2,000 SF Indoor Recreation Area cannot count towards the required total Recreation Area requirements and that the Outdoor Recreation Area provided does not meeting the minimum 75’ x 100’ dimensions, Cash-Out language is required to be included on the Final Site Plan to reflect a partial Cash-Out requirement of \$40,684. As directed, the following language was added to the Final Site Plan provided the Zoning Division on February 12, 2024.

**Cash-Out Language:**

**\*\* Per ULDC Article 5, the petitioner is required to provide a check in the amount of \$40,855 payable to the Palm Beach County Board of County Commissioners prior to the issuance of the first building permit to “cash-out” of the 5,726 square feet onsite recreational land requirement. The money will be placed in the Parks and Recreation Department Trust fund to be used for the acquisition and improvement of community or neighborhood parks within a 5 mile radius of this petition.**

**DUMPSTER AREA:**

A dumpster enclosure has been added to the Final Site Plan at the southwestern portion of the property toward the intersection of Seminole Blvd. and Nokomis Blvd. The Dumpster enclosure has been located in a manner to flow with the natural circulation pattern of the internal flow of vehicular traffic. The dumpster will be screened in accordance with ULDC Art.5. In addition, the dumpster is setback 23’ from the west property line along

Seminole Blvd and is setback 10' from the south property line along Nokomis Avenue. In accordance with ULDC Art.5.B.1.A.8 the landscape buffer width shall serve as the setback. The Dumpster enclosure does not encroach into the 10' Buffer along Nokomis Avenue and is therefore in compliance with this provision.

**MONUMENT SIGN**

No Monument Signs will be provided for this project. Only Wall Signs. All Wall Signs to comply with Sign provision in ULDC Art.8.

**DEVELOPMENT REVIEW CRITERIA**

**CONSISTENCY WITH THE PLAN**

The proposed Development has a Future Land Use of Commercial High (CH-8) and a Zoning Designation of Medium Residential (CG). In accordance with the Unified Land Development Code and Comprehensive Plan, the Zoning Designation and Future Land Use are compatible. the property owner’s request for the Mixed-Use project consisting of 44 residential Multi-Family Units with Government Services, Accessory Office and Medical or Dental Office is in compliance with the maximum density limitations as outlined by both the Comprehensive Plan and the ULDC. Refer to the Planning Density Determination Letter provided by the Palm Beach County Planning Division.

**CONSISTENCY WITH THE CODE**

The subject site does have some existing Residential Dwellings that will be demolished at the time of construction of the proposed 44-Unit Multi-Family Development. The site is zoned CG and located in the NC Sub-area within the Westgate Corridor Redevelopment Area Overlay (WCRAO). In accordance with ULDC Art.3.B.14.E, the proposed 44-Unit Multi-Family Mixed-Use Development adheres to the provision and guidelines stipulated therein. There are no prohibitions for Government Services, Accessory Office, Medical/Dental Office Use, or the Multi-Family Use. The 44 Residential Multi-Family Units exceed the standard 16 residential density allowed. Therefore, an additional 28 residential multi-family units will come from the WCRAO Density Bonus Pool. The requested additional density of 28 (14-Units per ac) exceeds the threshold to be Permitted-By-Right. In accordance with ULDC Art.3.B.14.H , this request is required to be processed through the Zoning Development Review (DRO) for approval. (See Below)

**Table 3.B.14.H – WCRAO Density Bonus Pool Approval**

Approval Process Required (1)	Range of Bonus Units per ac. (3)
Permitted by Right (2)	0.1-4
DRO Approval	4.01-22
BCC Approval	≥ 22.01
[Ord. 2006-004] [Ord. 2007-013] [Ord. 2021-006]	
Notes:	
1.	The transfer of density to a PDD or TDD requires approval as a Class A Conditional Use. [Ord. 2006-004] [Ord. 2018-002]
2.	Up to one unit may be Permitted by Right for projects less than one acre in size. [Ord. 2006-004]
3.	Additional units may be acquired through the County’s TDR Program. [Ord. 2021-006]

**ADEQUATE PUBLIC FACILITIES**

The proposed residential development is a medium demand facility with regards to the use of public utilities. There are a numerous residential and commercial uses of various densities and intensities which receive Public Facility Services along Westgate Avenue corridor. Due to the currently existing residential dwellings to be demolished and the previous residential dwellings that were on site, Potable water and other public utilities are already in place but will be upgraded to accommodate the Mixed-Use Development.

**EXHIBIT: A**

**TYPE I WAIVER – 15% PARKING DEVIATION:**

In accordance with ULDC Art.3.B.14.I.C.1.d, and parking reduction of 15% is allowed, subject to the approval of a Type I Waiver.

- ❖ Zoning applications requiring 20 or more parking spaces that are requesting a WCRAO density bonus may include a request for a Waiver to reduce required parking by up to 15 percent as provided below: [Ord. 2025-025] (1) Density bonus applications over four bonus units per acre and up to 22 bonus units per acre through the DRO approval process may request a Type 1 Waiver for the parking reduction. [Ord. 2025-025]

**Compliance Statement:** The subject project has 106 parking spaces and has 21 WCRA Density Bonus Units

- ❖ The parking reduction Waiver request is subject to the requirements of Art. 6.C.1.A.1, Supplemental Application Requirements and Art. 6.C.1.A.3.a.2), including the parking analysis and management plan. [Ord. 2025-025]

**Compliance Statement:** A Parking Demand Analysis has been prepared by Atlantic Engineering Services, Inc., dated: February 17, 2026. The Demand Analysis provides proof that the 106 parking provided for the project is sufficient for the project. In addition, a Parking Management Plan was included in the conclusion of the Parking Demand Analysis.

Based on the square footage of the proposed Professional Office, Accessory Office, and 58 Multi-Family residential units, the Mixed-Use project is required to provide a minimum of 121 parking stalls. Based on the ULDC provision noted above, approval of the Type I Waiver would allow a reduction of 18 parking stalls, therefore bringing the total required parking to 103 parking stalls as shown on the Site Plan (See Chart below).

<b><u>W#</u></b>	<b><u>CODE SECTION</u></b>	<b><u>REQUIRED</u></b>	<b><u>PROPOSED</u></b>	<b><u>WAIVER</u></b>
1.	ULDC Art.3.B.14.I.C.1.d	121 Parking Stalls	106 Parking Stalls	18 Parking Stalls

**Note:** The 15% reduction from the 121 parking spaces required reduces the total required parking to 103. However, the proposed Final Site Plan provided provides a total of 106 parking spaces; which is 3 spaces over that which is required.

<b>Mixed-Use Parking Breakdown</b>			
<b>Category</b>	<b>Required (Standard)</b>	<b>Type I Waiver (Parking – 15% Reduction)</b>	<b>Provided</b>
Multi-Family (1-Bed x 5-Units)	5	<i>121 Parking X 15%= 18</i>	<i>Total Parking Provided</i>
Multi-Family (2-Bed x 47-Units)	71		
Multi-Family (3-Bed x 6-Units)	12		
Multi-Family (Guest Spaces (1/4 du x 58))	12		
Professional Office (2.5/1000) – 8,000 SF	20		
Accessory Office (2.5/1000) – 320 SF	1		
<b>Total</b>	<b>121</b>	<b>(-18)</b>	<b>106 (Provided)</b>

**Note:**

- ❖ Parking calculations are in accordance with ULDC Art.3.B.14.1.c.1.d which provides a provisions for parking standards within the WCRA. Within the provision of this sections of the ULDC motorcycle parking for Mixed-Use projects are allowed. The total number on site parking includes 9 motorcycle parking stalls.
- ❖ The 15% reduction from the 121 parking spaces required, reduces the total required parking to 103. However, the proposed Final Site Plan provided provides a total of 106 parking spaces; which is 3 spaces over that which is required.

**Type I Waiver Standards**

In accordance to ULDC Art.2.C.5.F.3, all Type I Waiver requests must comply with the following standards:

A. The Waiver does not create additional conflicts with other requirements of the ULDC, and is consistent with the stated purpose and intent for the zoning district or overlay;

**Response:** Yes, Granting the Type I Waver for the 15% reduction in the required parking from 121 to 106 will cause no additional conflicts with other requirements of the ULDC. The project is a Mixed-Use project consisting of Professional Offices, Accessory Office, 58 Multi-Family Residential Units. The varying Use types provides different peak hour vehicular traffic trips and parking demand. The Commercial Use peak hours are 7:30am - 8am and 5pm-5:30pm. The residential peak hours are 6:30am-7:00am and 5:30pm – 6:30pm. Therefore, the reduction in parking will have no impacts on other portions of the ULDC, nor will it have any adverse effects to the surrounding area. As mentioned in the “Request” portion of this Justification Statement, the Development Team has attempted several different options with the ULDC to prove the 106 parking spaces provided is more than sufficient for the 58-Unit Mixed-Use project. ULDC Parking Provisions options pursued were as follows:

- The WCRA Parking Guidelines in conjunction with the Type I Waiver.
- Shared Parking Analysis
- Traffic Statement Which includes a Parking Management Plan.

In addition, the square footage for the Professional Offices and Accessory Office were reduced.

B. The Waiver will not cause a detrimental effect on the overall design and development standards of the project, and will be in harmony with the general site layout and design details of the development; and, **Response:** Yes, Granting the Type I Waiver request for the reduction in required parking will not have any negative effects on the design or functionality of the project once constructed. Please refer to the “Response” in Criteria #1. The Site Plan submitted to Zoning staff shows compliance with all other ULDC provision as it pertains to internal Drive-isle vehicular circulation, parking stall widths, landscape islands and drive-isle widths. The approval of the reduction in parking will have no negative impacts on vehicular or pedestrian circulation within the development. In addition, a parking Demand Analysis was performed by Atlantic Engineering Services, which calculated the peak hour parking demand to be 105 parking spaces, which is less than the 106 parking spaces provided for the project.

C. The alternative design option recommended as part of the Waiver approval, if granted, will not adversely impact adjacent properties.

**Response:** Yes, Although the Waiver will allow a 15% reduction in the quantity of required parking, which would bring the total required parking to 103 stalls; the project does provide a total of 106 parking stalls, which falls within the 15% allowable parking reduction. The subject property is surrounded by three Rights-of-Way. Westgate Avenue to the North, Seminole Blvd to the West and Nokomis Avenue to the South. There are two residential structures to the east of the proposed development. These residential homes will not be affected by the reduction in parking. The reduction in parking allow the project to remain in the same building footprint and site layout as originally approved. Thereby, having no impact to the surrounding area than what was previously approved.

**ADDITIONAL DESIGN STANDARDS:**

In accordance with ULDC Art.6.C.1.A.1 (Supplemental Requirements), project seeking to apply for a Type I Waiver must provide a Parking Demand Statement prepared by an Engineer. To comply with this requirement, A Parking Demand Analysis has been prepared by Atlantic Engineering Services, Inc., dated: February 17, 2026. The Demand Analysis provides proof that the 106 parking provided for the project is sufficient for the project. In addition, a Parking Management Plan was included in the conclusion of the Parking Demand Analysis.

**CONCLUSION**

The request to increase the residential density within the current approved building footprint, reduce the Office Use square footage and include motorcycle parking, will have no effect on the building size and layout, nor the current approved site layout, because the increase and change in Use and Residential Multi-Family Unit mix will happen within the current approved building square footage. In accordance with the provisions in Unified Land Development Code Art.2, (Type I Waiver) all three Waiver criteria listed above must be met. Based on the facts provided in this Justification Statement, all Three (3) Criteria have been met. On behalf Danza of Westgate and the Westgate Belvedere Homes CRA, we respectfully request Zoning staff’s support and approval of the One (1) Type I Waiver request listed above.

# **PARKING DEMAND ANALYSIS**

**Prepared for**

**WESTGATE TERRACE  
2636 WESTGATE AVE  
WEST PALM BEACH, FLORIDA**

**Prepared by**

**ATLANTIC ENGINEERING SERVICES, INC.  
2826 Waters Edge Circle  
Greenacres, FL 33413  
(561)358-4140**

**Imtiaz**  
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Florida Registration # 46102

**Revised per Zoning Comments  
February 9, 2026**

## Introduction

Westgate Terrace project is a Mixed-Use project located at 2636 Westgate Ave in unincorporated Palm Beach County, Florida; at the southeast corner of the intersection of Seminole Blvd. and Westgate Avenue. The Parcel Control Number for this site is 00-43-43-30-33-001-0000. The project site plan along with a location map has been provided in Exhibit 1 of this report. This Parking Demand Analysis was originally prepared in March 2023 and approved by Palm Beach County Traffic. The project was originally approved in 2024 as a Mixed-Use project consisting of Government Office, Medical or Dental Office, Rental Office, and 44-Multi-Family rental apartments. This study has been updated/revised to illustrate the change in the previously Approved Final Site Plan Uses. Revised project Uses are as follows:

- ❖ Multi-Family Units = 58
- ❖ Professional Office (WCRA) = 4,000
- ❖ Professional Office = 4,000
- ❖ Rental Office = 320

(See Aerial Map & Development Property Chart Below).



**Development Site Aerial Map**

The project buildout is expected in December 2028. This development project will consist of one 4-story mixed-use building with 8,000 SF of Professional Office space and 320 SF of Accessory Office (Rental Office) space on the 1<sup>st</sup> floor and 58 apartments on the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> floors. Access to the proposed project is via one (1) driveway connection off Seminole Blvd and one (1) driveway connection off Nokomis Ave.

Palm Beach County Parking Requirements for this project were as follows:

<b>Multifamily Residential</b>	<b>1 Spaces/1BD Unit (5)</b>	<b>5 Spaces</b>
<b>Multifamily Residential</b>	<b>1.5 Spaces/2BD Unit (47)</b>	<b>71 Spaces</b>
<b>Multifamily Residential</b>	<b>2 Spaces/3BD Unit (6)</b>	<b>12 Spaces</b>
<b>Multifamily Residential</b>	<b>1 Guest/ 5 Units</b>	<b>12 Spaces</b>
<b>Professional Office (8,000 SF)</b>	<b>2.5 Spaces/1000 SF</b>	<b>20 Spaces</b>
<b>Accessory Office (320 SF)</b>	<b>2.5 Spaces/1000 SF</b>	<b>1 Spaces</b>
<b>Total Parking Spaces Required</b>		<b>121 Spaces</b>

The Institute of Transportation Engineers (ITE) Parking Generation was utilized to determine if the number of proposed parking spaces will be adequate to meet the estimated peak demand. ITE Land Use Code 221 for Multifamily Housing (Mid-Rise) and ITE Land Use Code 710 for Office Space was applied for this analysis.

<b>ITE Land Use</b>	<b>ITE Land Use Code</b>	<b>Average Rate</b>	<b>Dwelling Units</b>	<b>Peak Parking Demand</b>	<b>Provided on Site</b>
<b>Multifamily Housing (Mid-Rise)</b>	221	1.45 per Dwelling Unit	58	84	
<b>Office Building</b>	710	1 per 400 SF	8,320 SF	21	
<b>Total Parking</b>				105	
					106

The proposed site plan for the development contemplates a Unified Land Development requirement of 121 standard parking spaces. However, since the subject property is located within the Westgate Corridor and in accordance with ULDC Art. 3.B.14.I.1.C.1.d, permits up to a 15% reduction in the standard required parking. The application of the full 15% allowable reduction would allow the development to reduce the total standard parking provided down to a total of 103 parking spaces. The site currently provides a total of 106 parking spaces on site. Based on ITE Parking Generation peak parking demand, 105 parking spaces will be required for this development. Therefore, there is a surplus of 1 parking space.

In addition to the ITE Parking Generation, we reviewed the City of West Palm Beach Zoning and Land Development Code for their shared parking guidelines. Based on these guidelines (See Exhibit 2), the table below shows that the Westgate Terrace project will have sufficient parking for both the multifamily and the office spaces.

CALCULATION OF SHARED PARKING REQUIREMENTS						
		Weekday			Weekend	
	Required Parking Spaces as per Site Plan	Night Midnight to 6am	Day 9am – 4pm	Evening 6pm - Midnight	Day 9am – 6pm	Evening 6pm – 4am
<b>Multifamily Residential</b>	100	100% (100 spaces)	60% (60 spaces)	90% (90 spaces)	80% (80 spaces)	90% (90 spaces)
<b>Office</b>	21	5% (1 spaces)	100% (21 spaces)	10% (2 spaces)	10% (2 spaces)	5% (1 spaces)
<b>Total Parking Needed</b>	121	101	81	92	82	91
<b>Surplus Parking</b>		5	25	14	24	15

### Conclusion

In summary, the proposed 106 parking spaces provided for the project exceeds the parking demand based on ITE site specific parking needs and also based on the City of West Palm Beach Zoning and Land Development Code for their shared parking guidelines. Based upon the ITE Parking Generation Manual, the weekday peak shared use parking space requirement is 105 spaces. The office parking demand will be between 8am and 5pm on weekdays and very minimal demand on weekends, whereas the residential parking demand will be between 5pm and 8am on weekdays and on weekends. Based on the City of West Palm Beach shared parking guidelines, there will be a surplus of parking spaces during the weekday and weekends. Therefore, the proposed project parking requirements have been exceeded.

The Parking Management Plan for this project has been addressed as follows:

1. The Parking Analysis and Management Plan shall include but is not limited to the following items:
  - a. Parking inventory and needs assessment; including current and proposed parking ratios, number of parking spaces utilized and required, including guest parking spaces, and number of vehicles owned by residents.
  - b. A narrative demonstrating how property management will accommodate anticipated parking needs and enforce parking provisions.

As discussed above, the parking spaces provided on site meets and exceeds the code requirement and provides adequate buffer for any fluctuations in parking demand.

However, the Owner and its management team will enforce parking standards as follows:

- i. All residents will have to register their vehicles with property management, and may be asked to display a decal or barcode on the vehicle to ensure the vehicle can be identified by management as an authorized vehicle.
  - ii. Upon leasing, all residents will be required to review with the leasing agent the terms of their lease, which include parking standards and requirements, design to prevent unauthorized parking, derelict vehicles, unauthorized work on vehicles and guest parking standards and requirements. Management will impose limitations on the number of vehicles per household, depending on the size of the household and number of occupants, and parking availability.
  - iii. Management will enter into an agreement with a towing company to remove unauthorized vehicles violating the parking requirements, in accordance with any applicable city ordinances.
  - iv. Residents will be advised that they are not to park vehicles or authorize their guests to park vehicles off-site in areas not designated for parking, or on private property which could create a trespass.
- c. Identification of mass transit access; bus stops and routes, shelters, benches and other infrastructure.
  - d. Identification of pedestrian connectivity within the neighborhood and adjacent area, including bicycle paths and racks.

EXHIBIT 2

ITE Land Use Code 221

## Land Use: 221 Multifamily Housing (Mid-Rise)

### Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with between three and 10 levels (floors) of residence. Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), and affordable housing (Land Use 223) are related land uses.

### Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (one general urban/suburban study site), a Saturday (two general urban/suburban study sites), and a Sunday (one dense multi-use urban study site).

Hour Beginning	Percent of Peak Parking Demand		
	Weekday	Saturday	Sunday
12:00–4:00 a.m.	100	100	100
5:00 a.m.	94	99	–
6:00 a.m.	83	97	–
7:00 a.m.	71	95	–
8:00 a.m.	61	88	–
9:00 a.m.	55	83	–
10:00 a.m.	54	75	–
11:00 a.m.	53	71	–
12:00 p.m.	50	68	–
1:00 p.m.	49	66	33
2:00 p.m.	49	70	40
3:00 p.m.	50	69	27
4:00 p.m.	58	72	13
5:00 p.m.	64	74	33
6:00 p.m.	67	74	60
7:00 p.m.	70	73	67
8:00 p.m.	76	75	47
9:00 p.m.	83	78	53
10:00 p.m.	90	82	73
11:00 p.m.	93	88	93

## Additional Data

In prior editions of *Parking Generation*, the mid-rise multifamily housing sites were further divided into rental and condominium categories. An investigation of parking demand data found no clear differences in parking demand between the rental and condominium sites within the ITE database. As more data are compiled for future editions, this land use classification can be reinvestigated.

The average parking supply ratios for the study sites with parking supply information are shown in the table below.

Setting	Proximity to Rail Transit	Parking Supply Ratio	
		Per Dwelling Unit	Per Bedroom
Center City Core	Within ½ mile of rail transit	1.1 (15 sites)	1.0 (12 sites)
Dense Multi-Use Urban	Within ½ mile of rail transit	1.2 (39 sites)	0.9 (34 sites)
	Not within ½ mile of rail transit	1.2 (65 sites)	0.8 (56 sites)
General Urban/Suburban	Within ½ mile of rail transit	1.5 (25 sites)	0.8 (12 sites)
	Not within ½ mile of rail transit	1.7 (62 sites)	1.0 (39 sites)

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Colorado, District of Columbia, Maryland, Massachusetts, New Jersey, New York, Oregon, Virginia, Washington, and Wisconsin.

*It is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. Parking studies of multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex). Future parking studies should also indicate the number of levels contained in the residential building.*

## Source Numbers

21, 209, 247, 255, 277, 401, 402, 419, 505, 512, 522, 533, 535, 536, 537, 538, 545, 546, 547, 575, 576, 577, 579, 580, 581, 583, 584, 585, 587

EXHIBIT

e            C   o   e   s   a   Bea  
                 ared ar n re re en s

**Sec. 94-484. - Shared parking requirements.**

- a. *Intent.* The intent of this section is to permit a reduction in the total number of required parking spaces when property is occupied by two or more uses which typically do not experience peak parking demands at the same time.
- b. *Calculation of shared parking requirements.* Notwithstanding the provisions of subsection 94-481(c), when any land or building is used for two or more distinguishable purposes as listed in this section, the minimum total number of required parking spaces shall be determined by the following procedure:
  - 1. Multiply the minimum parking requirement for each individual use as provided in section 94-486 by the appropriate percentage listed in Table XV-1 for each of the five designated time periods.
  - 2. Add the resulting sum for each of the five vertical columns for the table.
  - 3. The minimum parking requirement is given by the highest sum resulting from subsection (b)(2) of this section.
- 4. *Limitations.*
  - a. Parking spaces which are reserved for use by specified individuals or classes of individuals shall not be counted toward meeting parking requirements.
  - b. The provisions in this section shall not result in a reduction of more than 25 percent from the requirements which would apply in the absence of this section.

TABLE XV-1: CALCULATION OF SHARED PARKING REQUIREMENTS					
USES	WEEKDAYS			WEEKEND	
	NIGHT MIDNIGHT 6:00 A.M. (PERCENT)	DAY 9:00 A.M. 4:00 P.M. (PERCENT)	EVE. 6:00 P.M. MIDNIGHT (PERCENT)	DAY 9:00 A.M. 6:00 P.M. (PERCENT)	EVE. 6:00 P.M. 4:00 A.M. (PERCENT)
Residential	100	60	90	80	90
Office/Industrial	5	100	10	10	5
Comm./Retail (nonoffice)	5	90	70	100	70
Hotel (city center)	80	80	100	80	100
Hotel (noncity center)	70	70	100	70	100
Restaurant	10	50	100	50	100
Ent./Recr. (theatres, bowling alleys, etc.)	10	40	100	80	100
Movie theatres	10	40	85	80	100
All others	100	100	100	100	100

(Code 1979, § 33-173)

20250042426

### WESTGATE TERRACE

A REPLAT OF LOTS 1 THROUGH 15 AND LOTS 31 THROUGH 45, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), RECORDED IN PLAT BOOK 8, PAGE 38, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN THE NORTH ONE-HALF (N.1/2) OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA

SHEET 1 OF 2



191  
STATE OF FLORIDA  
COUNTY OF PALM BEACH  
THIS PLAT WAS FILED FOR RECORD AT 3:13 PM THIS 27 DAY OF FEBRUARY 2025 RECORDED IN PLAT BOOK 132 ON PAGES 191 AND 192  
JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
BY: *[Signature]*  
DEPUTY CLERK



#### DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS THAT WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY, A PUBLIC AGENCY, AND DANZA OF WESTGATE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNERS OF THE LAND SHOWN HEREON AS WESTGATE TERRACE, A REPLAT OF LOTS 1 THROUGH 15 AND LOTS 31 THROUGH 45, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), RECORDED IN PLAT BOOK 8, PAGE 38, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE NORTH ONE-HALF (N.1/2) OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 15, AND LOTS 31 THROUGH 45, BLOCK 34, OF WEST GATE ESTATES (NORTHERN SECTION), RECORDED IN PLAT BOOK 8, PAGE 38, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, CONTAINING 2.000 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

#### 1. TRACT A:

TRACT A, AS SHOWN HEREON, IS HEREBY RESERVED FOR WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY, A PUBLIC AGENCY, ITS SUCCESSORS AND ASSIGNS AND DANZA OF WESTGATE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS FOR USE IN ACCORDANCE WITH THE ZONING APPROVAL OF RECORD FOR THIS SITE, INCLUDING FUTURE AMENDMENTS ON FILE WITH THE PALM BEACH COUNTY ZONING DIVISION. THE MAINTENANCE OF TRACT A SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY, A PUBLIC AGENCY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO PALM BEACH COUNTY.

#### 2. TRACTS RW-1 AND RW-2:

TRACTS RW-1 AND RW-2, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, FOR THE PERPETUAL USE OF THE PUBLIC FOR PUBLIC STREET PURPOSES.

#### 3. UTILITY EASEMENT:

THE UTILITY EASEMENTS RUNNING ADJACENT AND PARALLEL TO PUBLIC STREETS, AS SHOWN HEREON, ARE NONEXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO, POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATIONS LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. IF OTHERWISE APPROVED BY PALM BEACH COUNTY, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, ITS SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, THE ABOVE-NAMED COMMUNITY REDEVELOPMENT AGENCY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS CHAIR, AND ITS SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS 27th DAY OF February, 2025.

WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY, A PUBLIC AGENCY CREATED BY PALM BEACH COUNTY PURSUANT TO CHAPTER 163, FLORIDA STATUTES

WITNESS: *[Signature]*  
(PRINT NAME)  
BY: *[Signature]*  
RONALD L. DANIELS, CHAIR

WITNESS: *[Signature]*  
(PRINT NAME)  
WITNESS: *[Signature]*  
(PRINT NAME)

IN WITNESS WHEREOF, THE ABOVE-NAMED LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS AUTHORIZED MEMBER, AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS 27th DAY OF February, 2025.

DANZA OF WESTGATE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: *[Signature]*  
(PRINT NAME)  
BY: *[Signature]*  
CHARLES LESNICK, AUTHORIZED MEMBER

WITNESS: *[Signature]*  
(PRINT NAME)

#### ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF X PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 27th DAY OF February, 2025, BY RONALD L. DANIELS, CHAIR FOR WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY, A PUBLIC AGENCY, ON BEHALF OF THE AGENCY, WHO IS X PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ (TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMMISSION EXPIRES: May 19, 2027 (SEAL)  
COMMISSION NUMBER: HH 5502649  
*[Signature]* (SIGNATURE)  
*[Signature]* (PRINT NAME)  
NOTARY PUBLIC

#### ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF X PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS 27th DAY OF February, 2025, BY CHARLES LESNICK, AS AUTHORIZED MEMBER FOR DANZA OF WESTGATE, LLC, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS X PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ (TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMMISSION EXPIRES: 7/16/2025 (SEAL)  
COMMISSION NUMBER: HT 3836154  
*[Signature]* (SIGNATURE)  
*[Signature]* (PRINT NAME)  
NOTARY PUBLIC

#### TITLE CERTIFICATION

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
I, Dona A. Roberts, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREIN DESCRIBED PROPERTY THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY, A PUBLIC AGENCY CREATED BY PALM BEACH COUNTY PURSUANT TO CHAPTER 163, FLORIDA STATUTES, AND DANZA OF WESTGATE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THAT THE CURRENT TAXES HAVE BEEN PAID, AND THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED, THERE ARE NO MORTGAGES OF RECORD, AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: February 4, 2025 BY: *[Signature]*  
ATTORNEY-AT-LAW LICENSED IN FLORIDA  
Dona A. Roberts (PRINT NAME)

#### SURVEYOR & MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.), ACCORDING TO SECTION 177.04(4), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW, AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF PALM BEACH COUNTY, FLORIDA.

*[Signature]* 1/2/25  
JOHN G. PHILLIPS, II, P.S.M.  
LICENSE NO. 4829  
STATE OF FLORIDA

#### COUNTY APPROVAL

THIS PLAT IS HEREBY APPROVED FOR RECORD PURSUANT TO PALM BEACH COUNTY ORDINANCE 95-33, AND IN ACCORDANCE WITH SEC. 177.07(1)(1), F.S. THIS 27th DAY OF February, 2025 AND HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY PALM BEACH COUNTY IN ACCORDANCE WITH SEC. 177.08(1), F.S.

*[Signature]*  
DAVID L. RICKS, P.E.  
COUNTY ENGINEER

#### SURVEYOR & MAPPER'S NOTES:

- BEARINGS ARE BASED ON 5774416'E (GRID, NAD 83/1990 ADJUSTMENT) BETWEEN FOUND PALM BEACH COUNTY CONTROL POINTS "GOLD COAST" AND "HARVEY S-1" AND ALL OTHER BEARINGS ARE RELATIVE.
- NO BUILDING OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE COUNTY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
- STATE PLANE COORDINATES:  
A. COORDINATES SHOWN ARE GRID  
B. DATUM - NAD 83, 1990 ADJUSTMENT  
C. ZONE - FLORIDA EAST  
D. LINEAR UNIT - US SURVEY FOOT  
E. COORDINATE SYSTEM 1983 STATE PLANE  
F. TRANSVERSE MERCATOR PROJECTION  
G. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED  
H. SCALE FACTOR - 1.0000413  
I. GROUND DISTANCE x SCALE FACTOR= GRID DISTANCE  
J. ROTATION EQUATION: NONE
- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES DETERMINED BY USE OF RIGHTS GRANTED.
- BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT PALM BEACH COUNTY ZONING REGULATIONS.
- ALL LINES INTERSECTING CIRCULAR CURVES ARE RADIAL UNLESS OTHERWISE NOTED.
- SITE DATA: ZONING CONTROL NUMBER: 2022-119.
- NOTICE  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.  
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

#### LEGEND:

- ABBREVIATIONS:  
ORB - OFFICIAL RECORD BOOK  
P.B. - PLAT BOOK  
NO. - NUMBER  
PG. - PAGE  
R/W - RIGHT-OF-WAY  
SEC. - SECTION  
PBC - PALM BEACH COUNTY  
C - CENTERLINE  
NAD - NORTH AMERICAN DATUM
- SYMBOLS:  
□ PERMANENT REFERENCE MONUMENT (P.R.M.), SET 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "LB6473"  
■ PERMANENT REFERENCE MONUMENT (P.R.M.), SET NAIL & DISK STAMPED "LB6473 PRM"  
○ MONUMENT, SET 1/2" IRON ROD WITH "BROWN & PHILLIPS, INC." CAP
- PREPARING SURVEYOR & MAPPER'S STATEMENT  
THIS INSTRUMENT WAS PREPARED BY  
JOHN G. PHILLIPS II, P.S.M. 4829

**BROWN & PHILLIPS, INC.**  
CERTIFICATE OF AUTHORIZATION # LB 6473  
1860 OLD OKEECHOBEE RD., SUITE 509  
WEST PALM BEACH, FLORIDA 33409  
561-615-3988, 615-3986 FAX

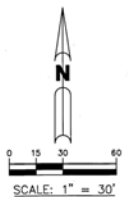
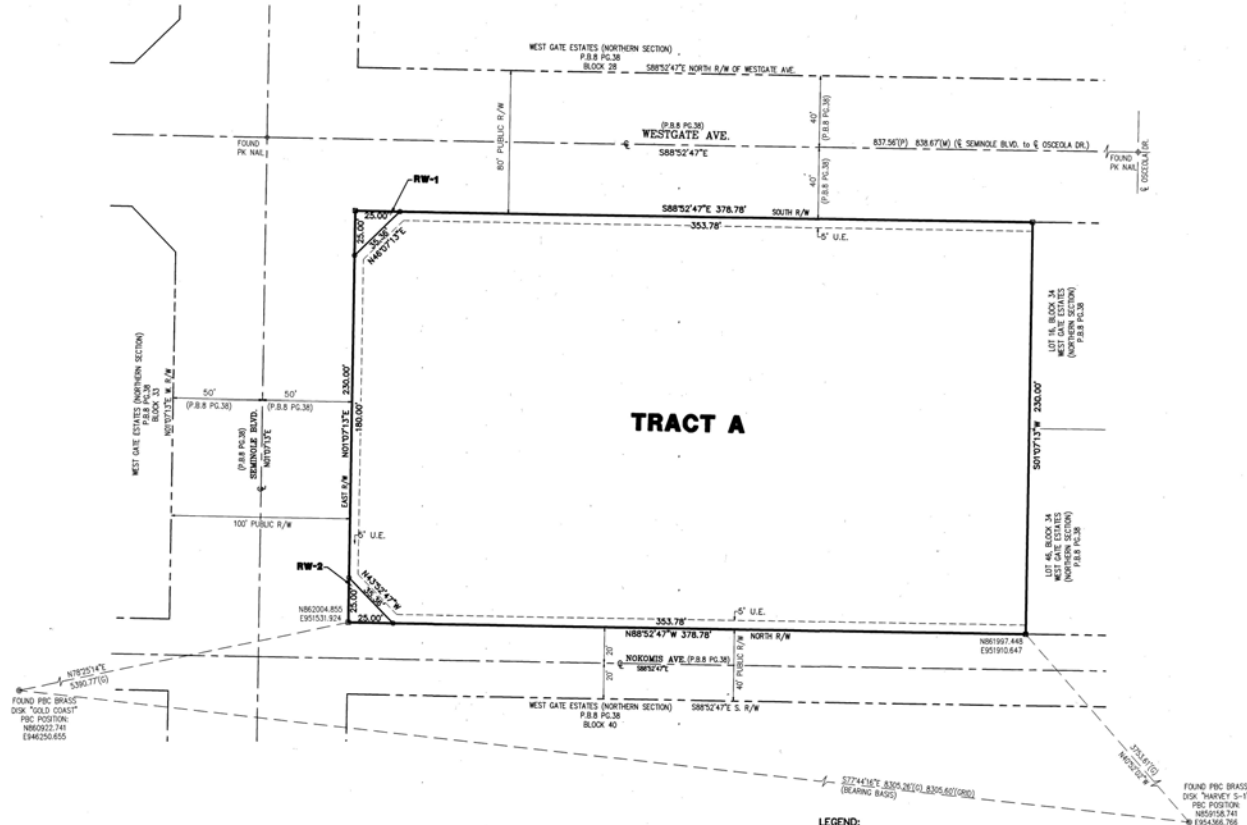


CFN 20250042426 PL BK 138 PG 191

192

### WESTGATE TERRACE

A REPLAT OF LOTS 1 THROUGH 15 AND LOTS 31 THROUGH 45, BLOCK 34,  
 WEST GATE ESTATES (NORTHERN SECTION), RECORDED IN PLAT BOOK 8, PAGE 38,  
 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA  
 LYING IN THE NORTH ONE-HALF (N.1/2) OF SECTION 30,  
 TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA  
 SHEET 2 OF 2.



**LEGEND:**  
 ABBREVIATIONS:  
 ORD - OFFICIAL RECORD BOOK  
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 C. - CENTERLINE  
 NAD - NORTH AMERICAN DATUM

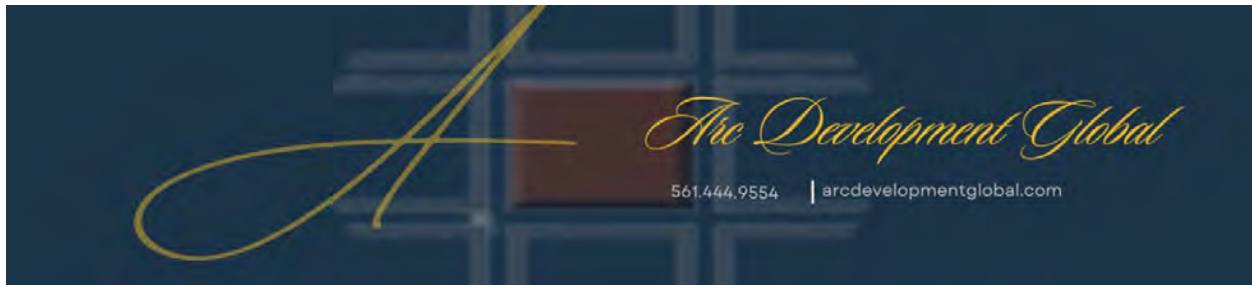
LB - LICENSED BUSINESS  
 30/43/43 - SECTION 30, TOWNSHIP 43 SOUTH,  
 RANGE 43 EAST  
 U.E. - UTILITY EASEMENT  
 D.E. - DRAINAGE EASEMENT  
 LLC - LIMITED LIABILITY COMPANY  
 (C) - GROUND DISTANCE  
 CRA - COMMUNITY REDEVELOPMENT AGENCY

**SYMBOLS:**  
 □ PERMANENT REFERENCE MONUMENT (P.R.M.), SET 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "TRM LB8473"  
 ■ PERMANENT REFERENCE MONUMENT (P.R.M.), SET NAIL & DISK STAMPED "TRM LB8473"  
 ○ MONUMENT, SET 1/2" IRON ROD WITH "BROWN & PHILLIPS, INC." CAP

STATE PLANE COORDINATES:  
 A. COORDINATES SHOWN ARE GRID  
 B. DATUM - NAD 83, 1990 ADJUSTMENT  
 C. ZONE - FLORIDA EAST  
 D. LENGTH UNIT - US SURVEY FOOT  
 E. COORDINATE SYSTEM 1983 STATE PLANE  
 F. TRANSVERSE MERCATOR PROJECTION  
 G. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED  
 H. SCALE FACTOR - 1.0000412  
 I. GROUND DISTANCE \* SCALE FACTOR = GRID DISTANCE  
 J. ROTATION EQUATION: NONE

PREPARING SURVEYOR & MAPPER'S STATEMENT  
 THIS INSTRUMENT WAS PREPARED BY  
 JOHN E. PHILLIPS II, P.S.M. 4826

**BROWN & PHILLIPS, INC.**  
 CERTIFICATE OF AUTHORIZATION # LB 6473  
 1860 OLD OKEECHOBEE RD., SUITE 509  
 WEST PALM BEACH, FLORIDA 33409  
 561-615-3988, 615-3986 FAX



## **STATUS OF CONDITIONS OF APPROVAL**

**Project:** Westgate Terrace

**Control:** 2022-119

**Previous Approval:** DRO/W-2022-1521

### **ATTACHMENT A CONDITIONS OF APPROVAL**

#### **DRO Full Review**

#### **ENGINEERING**

1. Prior to the issuance of the first building permit, the Property Owner shall configure the property into a legal lot of record in accordance with provisions of Article 11 of the Unified Land Development Code or as otherwise approved by the County Engineer. (BLDGPMT: MONITORING - Engineering) *-Complete – Recorded Plat Provided*

2. Prior to the issuance of the building permit, The Property Owner shall provide to the Palm Beach County Right of Way Section of Roadway Production Division a warranty deed and all associated documents for the 25 feet corner clip at the southeast corner of the intersection of Seminole Boulevard and Westgate Avenue and northeast corner of the intersection of Seminole Boulevard and Nokomis Avenue as required and approved by the County Engineer. *-Complete – ROW Dedicated Corner-Clips are reflected on the recorded Plat*

All warranty deed(s) and associated documents, including a title policy naming Palm Beach County as an insured, shall be provided and approved prior to the issuance of the first building permit or within ninety (90) days of a request by the County Engineer, whichever shall occur first. Right of way conveyance shall be along the entire frontage and shall be free and clear of all encroachments and encumbrances. Property Owner shall provide Palm Beach County with sufficient documentation acceptable to the Right of Way Section to ensure that the property is free of all encumbrances and encroachments, including a topographic survey. The Property Owner must further warrant that the property being conveyed to Palm Beach County meets all appropriate and applicable environmental agency requirements. In the event of a determination of contamination which requires remediation or clean up on the property now owned by the Property Owner, the Property Owner agrees to hold the County harmless and shall be responsible for all costs of such clean up, including but not limited to, all applicable permit fees, engineering or other expert witness fees including attorney's fees as well as the actual cost of the clean-up. Thoroughfare Plan Road right of way conveyances shall be consistent with Palm Beach County's Thoroughfare Right of Way Identification Map and shall include, where appropriate as determined by the County Engineer, additional right of way for Expanded Intersections and Corner Clips. The Property Owner shall not record these required deeds or related documents. The Property Owner shall provide to the Right of Way Section a tax pro-ration. A check, made payable to the Tax Collector's Office, shall be submitted by the Property Owner for the pro-rated taxes. After final acceptance, Palm Beach County shall record all appropriate deeds and documents. (BLDGPMT: MONITORING - Engineering) *-Acknowledged – No Action required at this time. Will comply at time of Building Permit*

#### **ENVIRONMENTAL**

1. Prior to the issuance of any building permit, the applicant shall provide a Phase I/II Environmental Site Assessment (ESA) to ERM for review. ERM shall have the discretion to accept other documentation in lieu of an ESA. (BLDGPMT: ENVIRONMENTAL RESOURCES MANAGEMENT - Environmental Resources Management) *-Completed – WCRA has already completed. Phase I & Phase II were provided to ERM.*

#### **PARKS**

1. Per ULDC Article 5, the petitioner is required to provide a check in the amount of \$40,855 payable to the Palm Beach County Board of County Commissioners prior to the issuance of the first building permit to "cash-out" of the 5,728 square feet onsite recreational land requirement. The money will be placed in the Parks and Recreation Department Trust fund to be used for the acquisition and improvement of community or neighborhood parks within a 5-mile radius of this petition. (BLDGPMT: MONITORING - Parks and Recreation) *-Complete - \$40,855 was provided to the Parks Department in 2024 Prior to the previous DRO Approval.*

#### **PLANNING**

1. The subject request for 44 units with a 9 unit Workforce Housing Program (WHP) obligation was calculated based on the base FLUA Land use and the utilization of 28 units from the WCRA Bonus Pool. The WHP obligation is 20% with the WHP units to be rental and will be provided onsite. (ONGOING: PLANNING - Planning)

*-Acknowledged – No Action Required. This portion of the previous Approval is being amended to increase the density to 58-Units.*



2. The developer shall notify the Westgate CRA, the Planning Division and the Department of Housing and Economic Sustainability (DHES) at the commencement of leasing and/or sales. (ONGOING: PLANNING - Planning) -Acknowledged – No Action Required at this time.

3. Prior to the issuance of the first residential Building Permit, the Property Owner shall record in the public records of Palm Beach County a Declaration of Restrictive Covenants, in a form acceptable to the Palm Beach County Attorney and the Westgate CRA. Per ULDC Art. 3.B.14.H.1.a.4), a minimum of 10%, with no more than 40%, of the total project units may be at or below WHP Mod 1 income category. (BLDGPMT: MONITORING - Planning) -Completed – However, upon approval of the new request to increase the density to 58-Units, a new Restrictive Covenant will need to be recorded.

4. Prior to the release of the first Building Permit, the Developer shall provide documentation demonstrating compliance with the required design standards including but not limited to: compatible exteriors, provision of a model. (BLDGPMT: MONITORING - Planning)

**DISCLOSURE**

1. All applicable state or federal permits shall be obtained before commencement of the development authorized by this Development Permit.

-Acknowledged – No Action required at this time. Developer will comply at time of Building Permit.

**ATTACHMENT B  
REQUEST**

**TYPE 1 WAIVER**

	ULDC Section	Required	Proposed	Waiver
<b>W1</b>	ULDC Art. 6.B.1.B, Minimum Parking and Loading Requirements (Multifamily)	1.75 spaces per unit and 1 guest space/ 4 units (119 parking spaces)	101 parking spaces	15% reduction or 18 parking spaces (Maximum 15%)

**CONDITIONS OF APPROVAL**

**TYPE 1 WAIVER**

**PARKING**

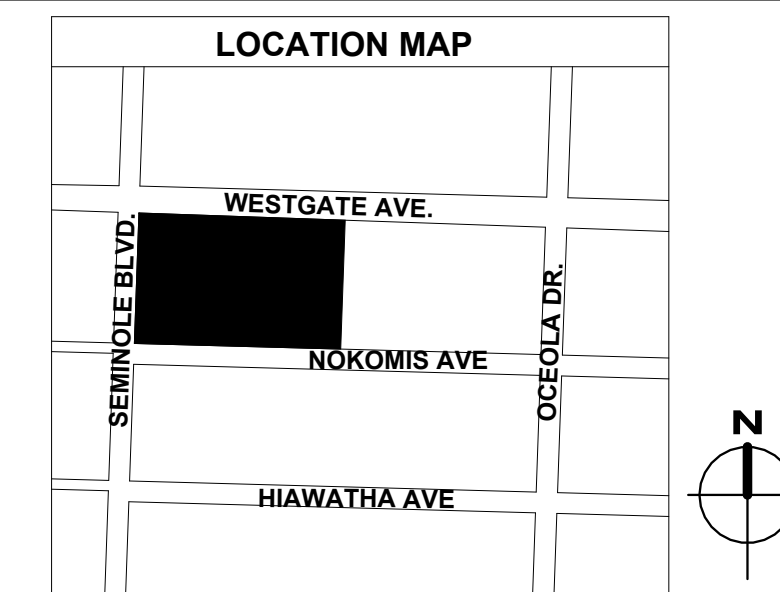
1. The 101 parking spaces provided, excluding 8 on-street parking spaces, shall not include signs that restrict or reserve the space to any of the non-residential uses. (ON-GOING Zoning - Zoning) -Acknowledged – Developer will comply

2. In the event of the 4,000 sq. ft. Government Service area is no longer utilized by a Government Service use, the Property Owner shall bring the site into compliance with required parking regulations for the new use, or utilize that square footage as a residential common area. (ON-GOING Zoning - Zoning) -Acknowledged – Developer will comply

**DISCLOSURE**

1. All applicable state or federal permits shall be obtained before commencement of the development authorized by this Development Permit.

Aaron M. Taylor, MBA/PA



SITE TABULAR DATA	
APPLICATION NAME	WESTGATE TERRACE
CONTROL NUMBER	2022-119
APPLICATION NUMBER	TBD
TIER	U/S
EXISTING FUTURE LAND USE DESIGNATION	CH/8
EXISTING ZONING DISTRICT	CG
OVERLAY	WCRAO
WCRAO SUB-AREA	NC
SECTION, TOWNSHIP, RANGE	30, 43, 43
PROPERTY CONTROL NUMBERS	00-43-43-30-33-001-0000
EXISTING USE	VACANT
PROPOSED USE	MIXED-USE (OFFICES & RESIDENTIAL)
TOTAL GROSS SITE AREA	2ac
TOTAL NET SITE AREA	2ac
TOTAL NUMBER OF DWELING UNITS	58 DU
1 BD: UNITS	5 DU
2 BD: UNITS	47 DU
3 BD: UNITS	6 DU
TOTAL UNITS FROM WCRA BONUS POOL	42
REQUIRED/PROVIDED WHP (20% PER WCRA)*	12
*WHP ONLY SUBJECT TO WCRA PER ART. 3.B.14.H AND ART. 5G.1.A.2d.1(b)	(Onsite For Rent)
WHP UNITS PER INCOME CATEGORY	12 (6 LOW, 6 MOD)
TOTAL GROSS FLOOR AREA	19,002 SF
TOTAL BUILDING SF	76,011 SF
RESIDENTIAL	53,178 SF
PROFESSIONAL OFFICE + RENTAL OFFICE	8,320 SF
TOTAL FLOOR AREA RATIO (GFA)	14% (NON RES.)
TOTAL BUILDING COVERAGE	22%
PERVIOUS	28%
BUILDING HEIGHT	54'
NUMBER OF STORIES	4
TOTAL OPEN SPACE REQUIRED	4,356 SF MIN.
WCRAO: % OF SF AC	4,356 SF (5% x87,120 SF)
TOTAL OPEN SPACE PROPOSED	21,361 SF
PARKING REQUIRED (ULDC Art.3.B.14.I)	121
1 Bed - (1sp/ 5 Units = 5 Spaces)	100 SPACES
2 Bed - (1.5sp/ 47 units = 71 Spaces)	
3 Bed - (2sp/ 6 Units = 12 Spaces)	
Guest - (1sp/ 5 Units = 12 Spaces)	
PROFESSIONAL OFFICE (2.5/1000) - 8,000 SF	20 SPACES
ACCESSORY OFFICE (2.5/1000) - 320 SF	1 SPACES
PARKING PROVIDED	106 (W1)
HANDICAP SPACES REQUIRED	5
HANDICAP SPACES PROPOSED	5
BICYCLE RACKS REQUIRED	2
BICYCLE RACKS PROPOSED	2
REQUIRED RECREATION AREA	5,726 SF
PROPOSED RECREATION AREA	4,026 SF **
TRAFFIC ANALYSIS ZONE	912

REVISIONS		
No.	DESCRIPTION	DATE
1	P&Z	06-30-2023
2	P&Z	11-21-2023
3	P&Z	12-26-2023
4	P&Z	02-12-2024
5	P&Z	02-23-2024
6	P&Z	02-26-2024
7	P&Z	03-05-2024
8	P&Z	03-12-2024
9	P&Z	12-22-2025

REVIEW SET  
 NOT FOR CONSTRUCTION  
 THIS DRAWING IS NOT FOR CONSTRUCTION,  
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**WESTGATE TERRACE**  
 2636 WESTGATE AVE  
 WEST PALM BEACH, FL

\* A 15% REDUCTION IN THE TOTAL REQUIRED PARKING IS ALLOWED SUBJECT TO APPROVAL OF A TYPE I WAIVER. REFER TO THE TYPE I WAIVER CHART PROVIDED.

\*\* PER ULDC ARTICLE 5, THE PETITIONER IS REQUIRED TO PROVIDE A CHECK IN THE AMOUNT OF \$40,855 PAYABLE TO THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS PRIOR TO THE ISSUANCE OF THE FIRST BUILDING PERMIT TO "CASH-OUT" OF THE 5,726 SQUARE FEET ONSITE RECREATIONAL LAND REQUIREMENT. THE MONEY WILL BE PLACED IN THE PARKS AND RECREATION DEPARTMENT TRUST FUND TO BE USED FOR THE ACQUISITION AND IMPROVEMENT OF COMMUNITY OR NEIGHBORHOOD PARKS WITHIN A 5 MILE RADIUS OF THIS PETITION.

CONCURRENCY APPROVAL	
PROFESSIONAL OFFICE	8,000 SF
ACCESSORY OFFICE	320 SF
MULTI-FAMILY	58 DU

AMENDMENT STAMP

ZONING STAMP

SITE PLAN

Client Name  
WESTGATE TERRACE

Project number  
22-012

Date  
12-22-2025

Project Manager  
AT

Drawn By  
AB

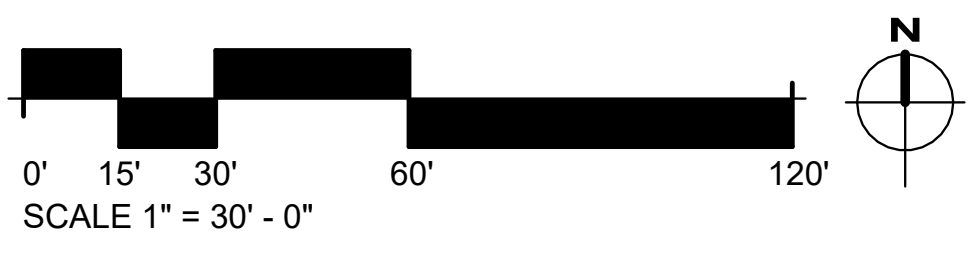
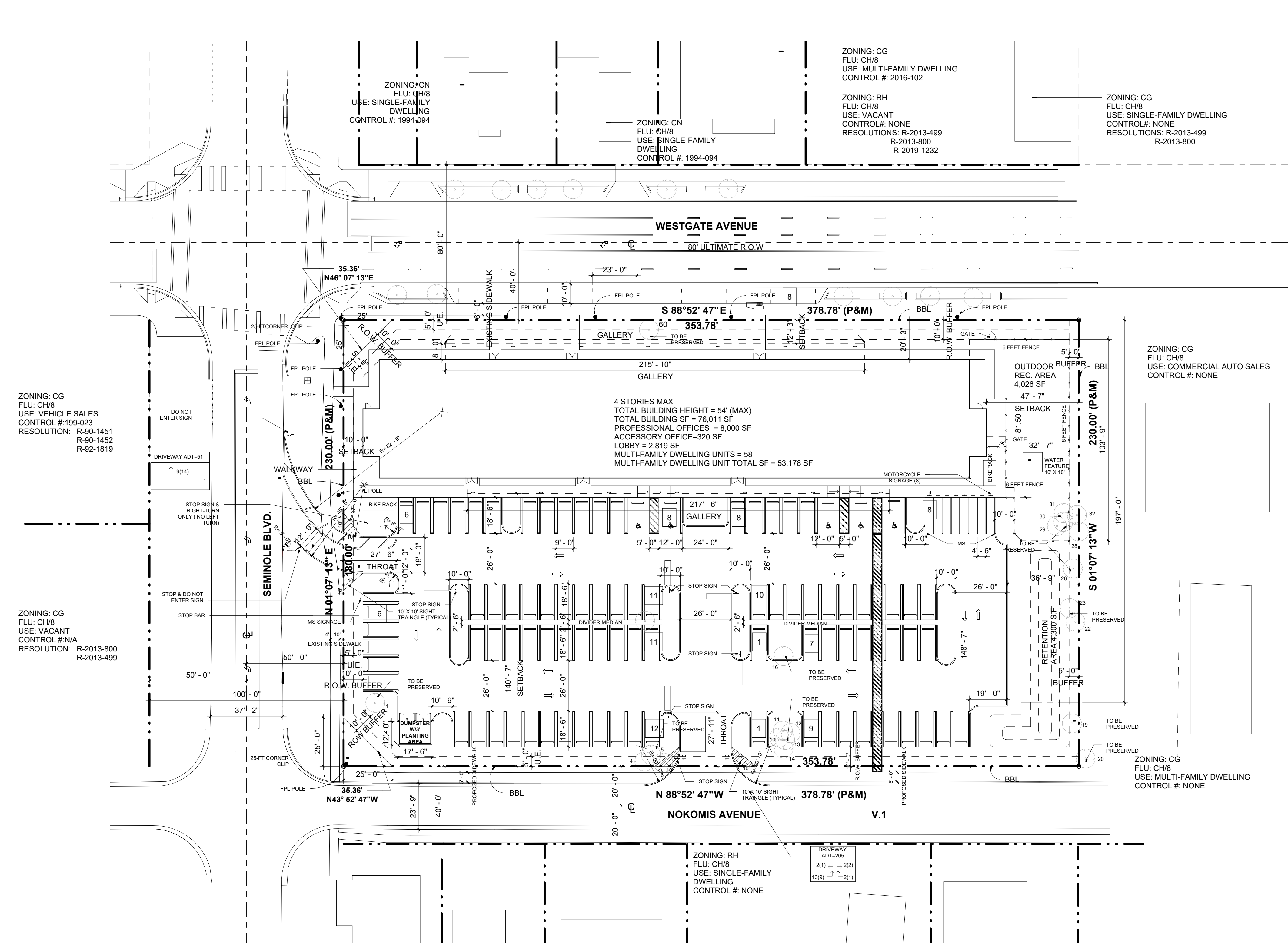
FSP

Scale  
As indicated

PROPERTY DEVELOPMENT REQUIREMENTS											
ZONING DISTRICT	MINIMUM LOT DIMENSIONS				F.A.R. (COMMERCIAL)	DENSITY (MAX)	MAX BLDG COVER	SETBACKS/SEPARATIONS (WCRAO-SUB AREA: NC)			
	SIZE	WIDTH	FRONTAGE	DEPTH				FRONT BUILD-TO-LINE	SIDE STREET	SIDE INTERIOR	REAR
REQ	7,500 SF	75'	75'	100'	85	116 DU	40%	10'	10'	15'	25'
PROP	87,120 SF	378'	378'	230'	0.14	57 DU	24%	12'-3"	10'-0"	47'-7"	140'-7"

SUBDIVISION VARIANCE CHART (SV-2022-0847)					
ULDC CODE SECTION	REQUIRED	PROPOSED	VARIANCE	APPROVAL DATE	
SDV1	11E.2.A-2	80-FT LOCAL COMMERCIAL ROW	40-FT ROW WITH SIDEWALK ALONG THE NORTH PORTION OF NOKOMIS AVE.	40-FT	02-02-2023

TYPE I WAIVER CHART					
WH	CODE SECTION	REQUIRED	PROVIDED	WAIVER	APPROVAL DATE
W1	Art.3.B.14.1.C.1.d MIN. PARKING & LOADING REQUIREMENTS	121 PARKING SPACES	106 PARKING SPACES	18 PARKING SPACES	TBD



February 16, 2026

REVISED TRAFFIC STATEMENT

February 2026

Westgate Terrace  
2636 Westgate Ave  
West Palm Beach, FL 33409

Project Description

This traffic statement is associated with the Site Plan application for the Westgate Terrace mixed-use project which is located at 2636 Westgate Ave in unincorporated Palm Beach County, Florida. Exhibit 1 is the project site plan along with a location map. The Parcel Control Number for this site is 00-43-43-30-03-034-0010. The original traffic study was prepared in February 2024 and was approved. The project scope has now been modified to include 58 apartment units on the 1st, 2nd, 3rd, and 4th floors. On the 1st floor, there will be 8,000 SF of general office space and a 320 SF of rental office space. The project buildout is expected in December 2028. Access to the proposed project is via one (1) driveway connection off Seminole Blvd (which will be a right-in and a right-out only) and one (1) driveway connection off Nokomis Ave.

Purpose of Study

This study will analyze the proposed project's impact on the surrounding roadways within the project's radius of development influence in accordance with Palm Beach County Unified Land Development Code (ULDC) Article 12, Section 2 of Traffic Performance Standards. No Project shall be approved for Site Specific Development Order unless it can be shown to satisfy the requirement of Parts One and Two of Test 1.

Part One requires analysis of Major Intersections, within or beyond the Radius of Development Influence, where a Project's traffic is significant on a Link within the Radius of Development of Influence. For purposes of this Part One, Major Intersections also includes intersections of a Major Thoroughfare and a non-thoroughfare road or other point of access where: (1) the intersection is signalized or where projected traffic volumes warrant a signal; and (2) the non-thoroughfare approach is projected to carry at least 200 two-way, peak hour trips; and (3) the non-thoroughfare approach represents 20 percent or more of the intersection critical sum volume. Additionally, a Project must address those Links within the Radius of Development Influence on which its Net Trips are greater than one percent of the LOS D of the Link affected on a peak hour peak direction basis AND those Links outside the Radius of Development Influence on which its Net Trips are greater than five percent of the LOS D of the Link affected on a peak hour peak direction basis.

Part Two requires analysis of Links and Major Intersections as necessary within or beyond the Radius of Development Influence, where a Project's traffic is significant on a Link within the Radius of Development Influence. The Total Traffic in the peak hour on the Link shall be compared to applicable thresholds in Table 12.B.2.C-1 1A, LOS D Link Service Volumes, Peak Hour Traffic; Peak Direction volume threshold.

For Test 2, a Project must address those Links within the Radius of Development Influence on which its Net Trips are greater than three percent of the LOS E of the Link affected on a peak hour peak direction basis up to the limits set forth in Table 12.B.2.C-4 2A, LOS E Link Service Volumes AND those Links outside the Radius of Development Influence on which its Net Trips are greater than five percent of the LOS E of the Link affected on a peak hour peak direction basis up to the limits set forth in Table 12.B.2.C-4 2A, LOS E Link Service Volumes.

This study will verify that the proposed development’s traffic impact will meet the Palm Beach County Traffic Performance Standards.

Project Traffic

Daily and peak-hour vehicular trips generated by the subject development plan were estimated utilizing Palm Beach County approved trip generation rates as follows:

Trip Generation  
Westgate Terrace

**DAILY**

Land Use	ITE Code	Intensity	Trip Generation Rate	Gross Trips	Internalization		External Trips			Pass by %	Total Trips		
					%	Total	In	Out	Total		In	Out	Total
Proposed Residential Apartments	221	58 DU	4.54 / DU	263	4%	11	154	98	252	0%	154	98	252
General Office	710	8,320	10.84	90	4%	4	14	72	86	10%	12	65	77
Existing 7 Single Family Home Credit	210	7	10	-70	4%	-3	-46	-27	-73	0%	-46	-27	-73
<b>Project Total</b>				<b>283</b>		<b>12</b>	<b>122</b>	<b>144</b>	<b>265</b>		<b>120</b>	<b>136</b>	<b>256</b>

**AM Peak Hour**

Land Use	ITE Code	Intensity	Trip Generation Rate	Gross Trips	Internalization		External Trips			Pass by %	Total Trips		
					%	Total	In	Out	Total		In	Out	Total
Proposed Residential Apartments	221	58 DU	0.37	21	0%	0	5	16	21	0%	5	16	21
General Office	710	8,320	1.52	13	0%	0	11	2	13	10%	11	1	12
Existing 7 Single Family Home Credit	210	7	0.7	-5	0%	0	-1	-4	-5	0%	-1	-4	-5
Project Total				29		0	15	14	29		15	13	28

**PM Peak Hour**

Land Use	ITE Code	Intensity	Trip Generation Rate	Gross Trips	Internalization		External Trips			Pass by %	Total Trips		
					%	Total	In	Out	Total		In	Out	Total
Proposed Residential Apartments	221	58 DU	0.39	23	4%	1	13	9	22	0%	13	9	22
General Office	710	8,320	1.44	12	4%	0	2	12	14	10%	2	11	13
Existing 7 Single Family Home Credit	210	7	0.94	-7	4%	0	-4	-3	-7	0%	-4	-3	-7
Project Total				28		1	11	18	29		10	17	27

Source: Institute of Transportation Engineers (ITE), Trip Generation, 11th Edition and PBC Trip Generation Rates dated July 25, 2022

As per the above trip generation analysis, based on the adopted trip generation rates, the proposed new construction will result in a net increase to the average daily trips of 256 trips, 28 trips during the AM peak hour, and 27 trips during the PM peak hour.

**Project Traffic Assignment**

Roadway	Link	Existing Lane	Class	Project Traffic			
				Project Traffic		Total Project Impact	LOS D Service Volume
				% Dist	Peak Hour Trips 2019		
Westgate Ave	Wabasso Drive to Seminole Blvd	5	Class I	35%	11	0.62%	1770
Westgate Ave	Seminole Blvd to Congress Ave	5	Class I	35%	11	0.62%	1770
Seminole Blvd	Westgate Ave to Okeechobee Blvd	2	Class I	15%	5	0.57%	880
Seminole Blvd	Westgate Ave to Cherry Rd	2	Class II	15%	5	0.62%	810

We have assumed that 80% of the ingress traffic will be from Nokomis Ave and 20% of the ingress traffic will be from Seminole Blvd. We have assumed that 80% of the egress traffic will be from Seminole Blvd and 20% of the egress traffic will be from Nokomis Ave. Based on the above traffic project assignment table, project peak hour trips on the surrounding roadways will be less than one percent (1%). Since the project traffic impact will be less than one percent (1%), it meets the thresholds as set up by the traffic performance standards for Test 1. Since we meet the Test 1 criteria, it is clear that this development has less than one percent (1%) impact of the adopted level of service, therefore no further analysis is required and the new development meets concurrency.

Access Analysis

Based on the trip generation of this site, it is our opinion that accessibility to the site is adequate and no improvements are needed.

Conclusions

Since the proposed development has less than one percent (1%) impact of the adopted level of service, the site will have an insignificant trip assignment and therefore meets the requirements of Palm Beach County performance standards.

Sincerely,

**Imtiaz Ahmed**  
Digitally signed by Imtiaz Ahmed  
 Date: 2026.02.17 10:06:09 -05'00'

Imtiaz Ahmed, P.E.  
 FL License No.: 46102

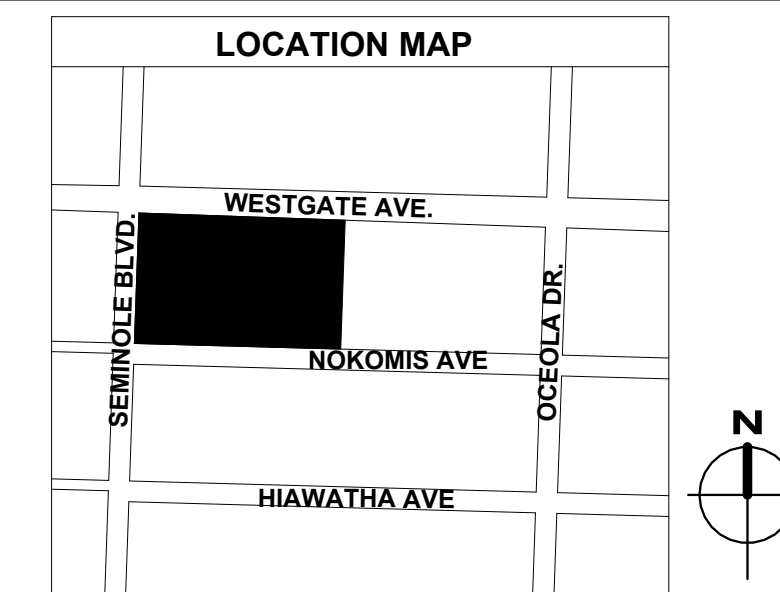
Imtiaz Ahmed, State of Florida, Professional Engineer, License No. 46102

This item has been digitally signed and sealed by Imtiaz Ahmed on the date indicated here.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

**EXHIBIT 1**

**SITE PLAN**



SITE TABULAR DATA	
APPLICATION NAME	WESTGATE TERRACE
CONTROL NUMBER	2022-119
APPLICATION NUMBER	TBD
TIER	U/S
EXISTING FUTURE LAND USE DESIGNATION	CH/8
EXISTING ZONING DISTRICT	CG
OVERLAY	WCRAO
WCRAO SUB-AREA	NC
SECTION, TOWNSHIP, RANGE	30, 43, 43
PROPERTY CONTROL NUMBERS	00-43-43-30-33-001-0000
EXISTING USE	VACANT
PROPOSED USE	MIXED-USE (OFFICES & RESIDENTIAL)
TOTAL GROSS SITE AREA	2ac
TOTAL NET SITE AREA	2ac
TOTAL NUMBER OF DWELING UNITS	58 DU
1 BD: UNITS	5 DU
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TOTAL UNITS FROM WCRA BONUS POOL	42
REQUIRED/PROVIDED WHP (20% PER WCRA)*	12
*WHP ONLY SUBJECT TO WCRA PER ART. 3.B.14.H AND ART. 5G.1.A.2d.1(b)	(Onsite For Rent)
WHP UNITS PER INCOME CATEGORY	12 (6 LOW, 6 MOD)
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TOTAL BUILDING SF	76,011 SF
RESIDENTIAL	53,178 SF
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TOTAL FLOOR AREA RATIO (GFAR)	14% (NON RES.)
TOTAL BUILDING COVERAGE	22%
PERVIOUS	28%
BUILDING HEIGHT	54'
NUMBER OF STORIES	4
<b>TOTAL OPEN SPACE REQUIRED</b>	4,356 SF MIN.
WCRAO: % OF SF AC	4,356 SF (5% x87,120 SF)
TOTAL OPEN SPACE PROPOSED	21,361 SF
<b>PARKING REQUIRED (ULDC Art.3.B.14.I)</b>	121
1 Bed - (1sp/ 5 Units = 5 Spaces)	100 SPACES
2 Bed - (1.5sp/ 47 units = 71 Spaces)	
3 Bed - (2sp/ 6 Units = 12 Spaces)	
Guest - (1sp/ 5 Units = 12 Spaces)	
PROFESSIONAL OFFICE (2.5/1000) - 8,000 SF	20 SPACES
ACCESSORY OFFICE (2.5/1000) - 320 SF	1 SPACES
<b>PARKING PROVIDED</b>	106 (W1)
HANDICAP SPACES REQUIRED	5
HANDICAP SPACES PROPOSED	5
BICYCLE RACKS REQUIRED	2
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REQUIRED RECREATION AREA	5,726 SF
PROPOSED RECREATION AREA	4,026 SF **
TRAFFIC ANALYSIS ZONE	912

REVISIONS		
No.	DESCRIPTION	DATE
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6	P&Z	02-26-2024
7	P&Z	03-05-2024
8	P&Z	03-12-2024
9	P&Z	12-22-2025

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 2636 WESTGATE AVE  
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\*\* PER ULDC ARTICLE 5, THE PETITIONER IS REQUIRED TO PROVIDE A CHECK IN THE AMOUNT OF \$40,855 PAYABLE TO THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS PRIOR TO THE ISSUANCE OF THE FIRST BUILDING PERMIT TO "CASH-OUT" OF THE 5,726 SQUARE FEET ONSITE RECREATIONAL LAND REQUIREMENT. THE MONEY WILL BE PLACED IN THE PARKS AND RECREATION DEPARTMENT TRUST FUND TO BE USED FOR THE ACQUISITION AND IMPROVEMENT OF COMMUNITY OR NEIGHBORHOOD PARKS WITHIN A 5 MILE RADIUS OF THIS PETITION.

CONCURRENCY APPROVAL	
PROFESSIONAL OFFICE	8,000 SF
ACCESSORY OFFICE	320 SF
MULTI-FAMILY	58 DU

**AMENDMENT STAMP**

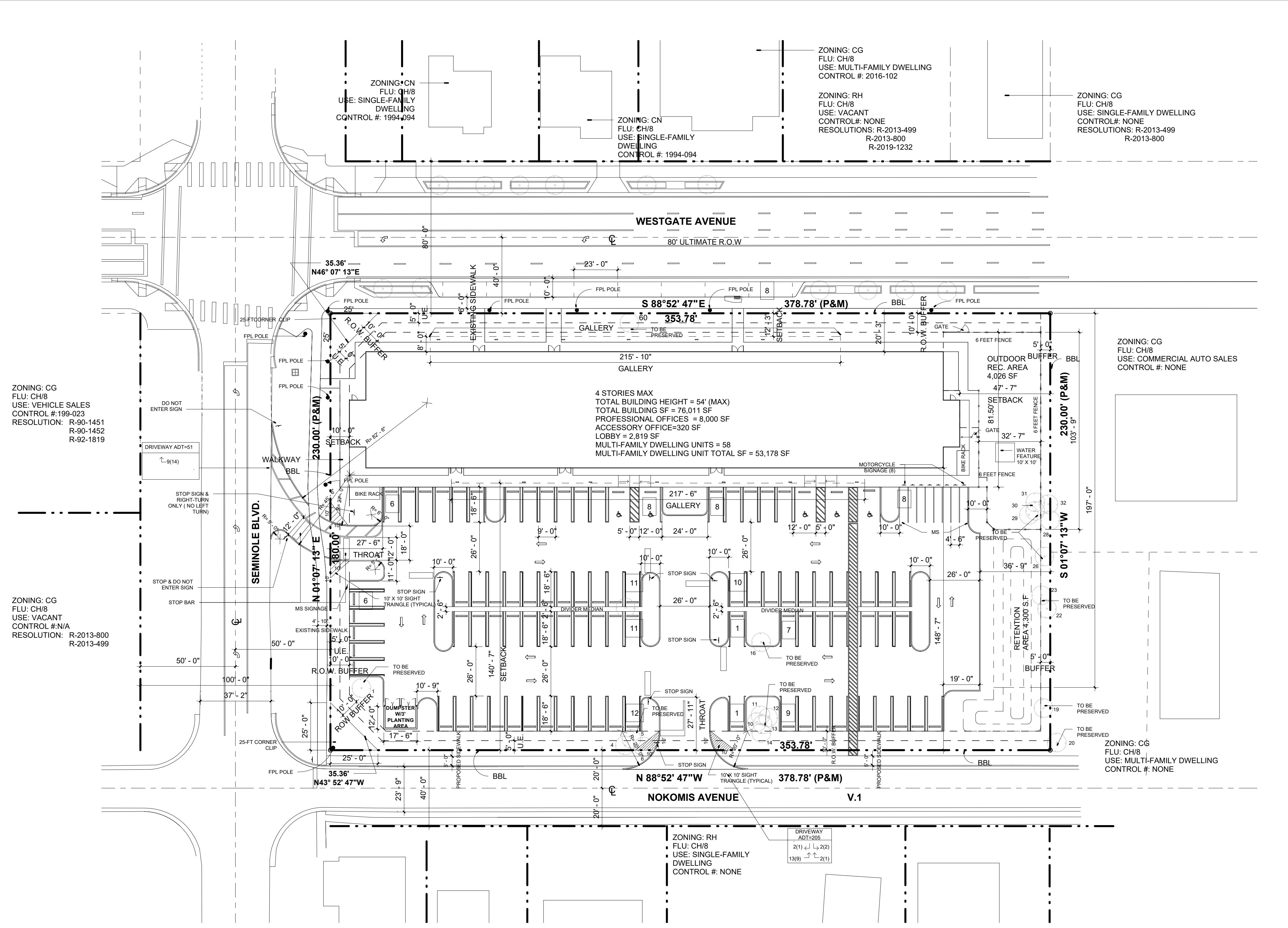
**ZONING STAMP**

**SITE PLAN**

Client Name	WESTGATE TERRACE
Project number	22-012
Date	12-22-2025
Project Manager	AT
Drawn By	AB

**FSP**

Scale As indicated



ZONING: CG  
 FLU: CH/8  
 USE: VEHICLE SALES  
 CONTROL #: 199-023  
 RESOLUTION: R-90-1451  
 R-90-1452  
 R-92-1819

ZONING: CG  
 FLU: CH/8  
 USE: VACANT  
 CONTROL #: N/A  
 RESOLUTION: R-2013-800  
 R-2013-499

ZONING: CG  
 FLU: CH/8  
 USE: MULTI-FAMILY DWELLING  
 CONTROL #: 2016-102

ZONING: RH  
 FLU: CH/8  
 USE: VACANT  
 CONTROL #: NONE  
 RESOLUTIONS: R-2013-499  
 R-2013-800  
 R-2019-1232

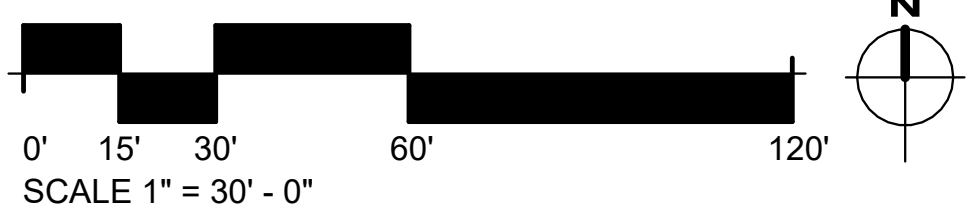
ZONING: CG  
 FLU: CH/8  
 USE: SINGLE-FAMILY DWELLING  
 CONTROL #: 1994-094

ZONING: CN  
 FLU: CH/8  
 USE: SINGLE-FAMILY DWELLING  
 CONTROL #: 1994-094

ZONING: CG  
 FLU: CH/8  
 USE: COMMERCIAL AUTO SALES  
 CONTROL #: NONE

ZONING: CG  
 FLU: CH/8  
 USE: MULTI-FAMILY DWELLING  
 CONTROL #: NONE

4 STORIES MAX  
 TOTAL BUILDING HEIGHT = 54' (MAX)  
 TOTAL BUILDING SF = 76,011 SF  
 PROFESSIONAL OFFICES = 8,000 SF  
 ACCESSORY OFFICE = 320 SF  
 LOBBY = 2,819 SF  
 MULTI-FAMILY DWELLING UNITS = 58  
 MULTI-FAMILY DWELLING UNIT TOTAL SF = 53,178 SF



PROPERTY DEVELOPMENT REQUIREMENTS											
ZONING DISTRICT	MINIMUM LOT DIMENSIONS				F.A.R. (COMMERCIAL)	DENSITY (MAX)	MAX BLDG COVER	SETBACKS/SEPARATIONS (WCRAO-SUB AREA: NC)			
	SIZE	WIDTH	FRONTAGE	DEPTH				FRONT BUILD-TO-LINE	SIDE STREET	SIDE INTERIOR	REAR
REQ	7,500 SF	75'	75'	100'	85	116 DU	40%	10'	10'	15'	25'
PROP	87,120 SF	378'	378'	230'	0.14	57 DU	24%	12'-3"	10'-0"	47'-7"	140'-7"

SUBDIVISION VARIANCE CHART (SV-2022-0847)					
ULDC CODE SECTION	REQUIRED	PROPOSED	VARIANCE	APPROVAL DATE	
SDV1	11E.2.A-2	80-FT LOCAL COMMERCIAL ROW	40-FT ROW WITH SIDEWALK ALONG THE NORTH PORTION OF NOKOMIS AVE.	40-FT	02-02-2023

TYPE I WAIVER CHART					
WH	CODE SECTION	REQUIRED	PROVIDED	WAIVER	APPROVAL DATE
W1	Art. 3.B.14.1.1.C.1.d MIN. PARKING & LOADING REQUIREMENTS	121 PARKING SPACES	106 PARKING SPACES	18 PARKING SPACES	TBD

**EXHIBIT 2**  
**INTERNAL CAPTURE**

NCHRP 684 Internal Trip Capture Estimation Tool			
<b>Project Name:</b>	Westgate Terrace	<b>Organization:</b>	AES
<b>Project Location:</b>	West Palm Beach	<b>Performed By:</b>	IA
<b>Scenario Description:</b>	Proposed	<b>Date:</b>	2/12/2026
<b>Analysis Year:</b>	2026	<b>Checked By:</b>	
<b>Analysis Period:</b>	AM Street Peak Hour	<b>Date:</b>	

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)						
Land Use	Development Data (For Information Only)			Estimated Vehicle-Trips <sup>3</sup>		
	ITE LUCs <sup>1</sup>	Quantity	Units	Total	Entering	Exiting
Office	710	8,320	SF	12	11	1
Retail						
Restaurant						
Cinema/Entertainment						
Residential	221	58	DU	21	5	16
Hotel						
All Other Land Uses <sup>2</sup>			SF			
				33	16	17

Table 2-P: Mode Split and Vehicle Occupancy Estimates						
Land Use	Entering Trips			Exiting Trips		
	Veh. Occ. <sup>4</sup>	% Transit	% Non-Motorized	Veh. Occ. <sup>4</sup>	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses <sup>2</sup>						

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

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

Table 5-P: Computations Summary			
	Total	Entering	Exiting
All Person-Trips	33	16	17
Internal Capture Percentage	6%	6%	6%
External Vehicle-Trips <sup>5</sup>	31	15	16
External Transit-Trips <sup>6</sup>	0	0	0
External Non-Motorized Trips <sup>6</sup>	0	0	0

Table 6-P: Internal Trip Capture Percentages by Land Use		
Land Use	Entering Trips	Exiting Trips
Office	9%	0%
Retail	N/A	N/A
Restaurant	N/A	N/A
Cinema/Entertainment	N/A	N/A
Residential	0%	6%
Hotel	N/A	N/A

<sup>1</sup>Land Use Codes (LUCs) from *Trip Generation Manual*, published by the Institute of Transportation Engineers.

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

<sup>3</sup>Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual*).

<sup>4</sup>Enter vehicle occupancy assumed in Table 1-P vehicle trips. If vehicle occupancy changes for proposed mixed-use project, manual adjustments must be made.

<sup>5</sup>Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.

<sup>6</sup>Person-Trips

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

Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1

NCHRP 684 Internal Trip Capture Estimation Tool			
<b>Project Name:</b>	Westgate Terrace	<b>Organization:</b>	AES
<b>Project Location:</b>	West Palm Beach	<b>Performed By:</b>	IA
<b>Scenario Description:</b>	Proposed	<b>Date:</b>	2/12/2026
<b>Analysis Year:</b>	2026	<b>Checked By:</b>	
<b>Analysis Period:</b>	PM Street Peak Hour	<b>Date:</b>	

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)						
Land Use	Development Data (For Information Only)			Estimated Vehicle-Trips <sup>3</sup>		
	ITE LUCs <sup>1</sup>	Quantity	Units	Total	Entering	Exiting
Office	710	8,320	SF	22	13	9
Retail						
Restaurant						
Cinema/Entertainment						
Residential	221	58	DU	13	2	11
Hotel						
All Other Land Uses <sup>2</sup>			SF			
				35	15	20

Table 2-P: Mode Split and Vehicle Occupancy Estimates						
Land Use	Entering Trips			Exiting Trips		
	Veh. Occ. <sup>4</sup>	% Transit	% Non-Motorized	Veh. Occ. <sup>4</sup>	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses <sup>2</sup>						

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

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

Table 5-P: Computations Summary			
	Total	Entering	Exiting
All Person-Trips	35	15	20
Internal Capture Percentage	0%	0%	0%
External Vehicle-Trips <sup>5</sup>	35	15	20
External Transit-Trips <sup>6</sup>	0	0	0
External Non-Motorized Trips <sup>6</sup>	0	0	0

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

<sup>1</sup>Land Use Codes (LUCs) from *Trip Generation Manual*, published by the Institute of Transportation Engineers.

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

<sup>3</sup>Enter trips assuming no transit or non-motorized trips (as assumed in ITE *Trip Generation Manual*).

<sup>4</sup>Enter vehicle occupancy assumed in Table 1-P vehicle trips. If vehicle occupancy changes for proposed mixed-use project, manual adjustments must be made.

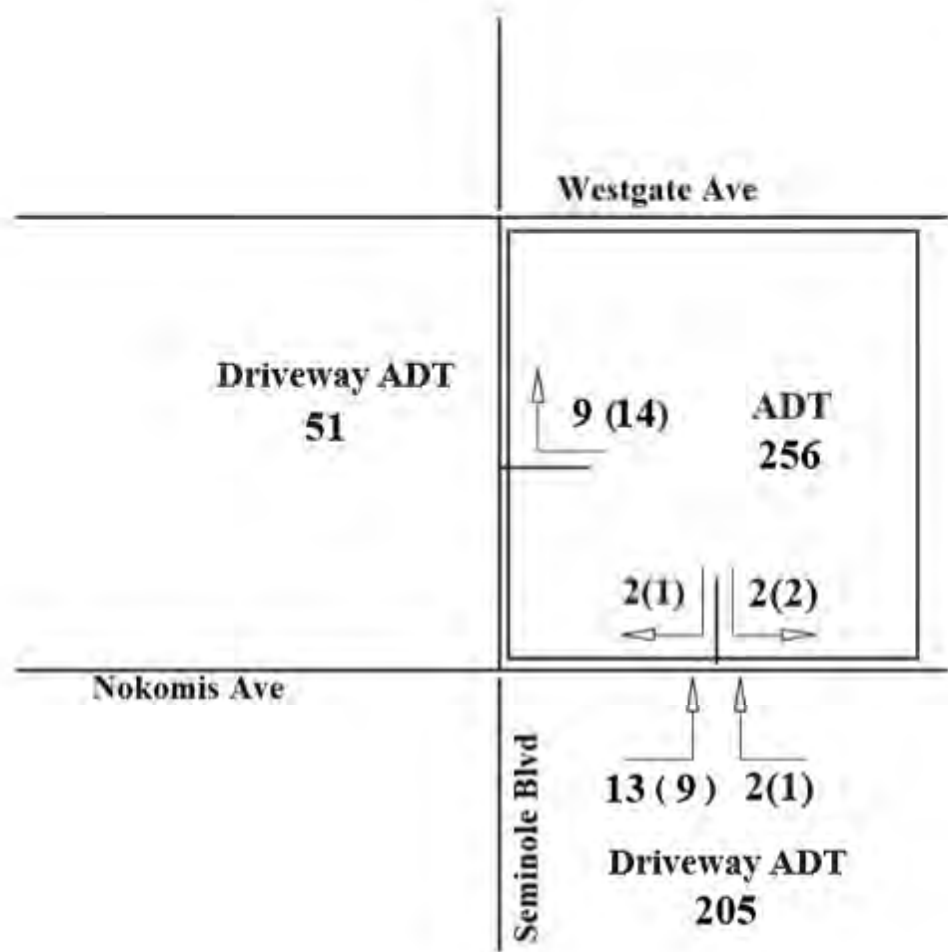
<sup>5</sup>Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P.

<sup>6</sup>Person-Trips

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

Estimation Tool Developed by the Texas A&M Transportation Institute - Version 2013.1

**EXHIBIT 3**  
**TURNING MOVEMENTS**



LEGEND	
<u>9</u>	-AM PEAK HOUR
<u>(14)</u>	-PM PEAK HOUR
<u>256</u>	-ADT

WESTGATE PLAZA  
2636 WESTGATE AVE  
WEST PALM BEACH, FL 33049

**EXHIBIT 3**  
**TURNING MOVEMENTS**

# "AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1\* **PARTIES:** QR Housing LLC ("Seller"),  
2\* and Westgate/Belvedere Homes Community Redevelopment Agency. ("Buyer"),  
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase  
5 and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

- 7\* (a) Street address, city, zip: 2647 Hiawatha Ave  
8\* (b) Located in: Palm beach County, Florida. Property Tax ID #: 00-43-43-30-03-040-0380  
9\* (c) Real Property: The legal description is WEST GATE ESTS NORTHERN SEC LT 38 BLK 40

10  
11  
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and  
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or  
14 by other terms of this Contract.

- 15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items  
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the  
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods  
18 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s),  
19 doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access  
20 devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

21\* Other Personal Property items included in this purchase are: Refrigerator, Stove, dishwasher, microwave.

22  
23 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 24\* (e) The following items are excluded from the purchase: No washer and dryer.

25  
26\* **PURCHASE PRICE AND CLOSING**

27\* **2. PURCHASE PRICE (U.S. currency):**..... \$ 429,000.00

28\* (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** ..... \$ 10,000.00

29 The initial deposit made payable and delivered to "Escrow Agent" named below  
30\* **(CHECK ONE):** (i)  accompanies offer or (ii)  is to be made within \_\_\_\_\_ (if left  
31 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN  
32 OPTION (ii) SHALL BE DEEMED SELECTED.

33\* Escrow Agent Name: Jones Foster  
34\* Address: 505 South Flager Drive, Suite 1100 West Palm beach Fl Phone: 561-659-3000  
35\* E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

36\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)  
37\* days after Effective Date ..... \$ \_\_\_\_\_

38\* (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

39\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... \_\_\_\_\_

40\* (d) Other: \_\_\_\_\_ \$ \_\_\_\_\_

41\* (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire  
42\* transfer or other Collected funds (see STANDARD S)..... \$ 419,000.00

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

44\* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before  
45\* April 15, 2026, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to  
46\* Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day  
47\* the counter-offer is delivered.

48\* (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or  
49\* initialed and delivered this offer or final counter-offer ("Effective Date").

50 **4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are  
51\* received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be  
52\* furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Buyer's Initials \_\_\_\_\_ Page 1 of 13 Seller's Initials \_\_\_\_\_  
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53\* this Contract, the Closing shall occur on April 30, 2026 ("Closing Date"), at the time  
54 established by the Closing Agent.

55 **5. EXTENSION OF CLOSING DATE:**

56 (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial  
57 Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is  
58 checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be  
59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7  
60 days.

61 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the  
62 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be  
63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

65 (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property  
66 to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all  
67 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and  
68 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss  
69 to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and  
70 shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-  
71 CLOSING OCCUPANCY BY BUYER.

72\* (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is  
73 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after  
74 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof  
75 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all  
76 within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of  
77 occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such  
78 election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the  
79 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)  
80 and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not  
81 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after  
82 Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

83\* **7. ASSIGNABILITY: (CHECK ONE):** Buyer  may assign and thereby be released from any further liability under  
84 this Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.  
85 IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

86 **FINANCING**

87 **8. FINANCING:**

88\*  (a) This is a cash transaction with no financing contingency.

89\*  (b) This Contract is contingent upon, within \_\_\_\_\_ (if left blank, then 30) days after Effective Date ("Loan  
90 Approval Period"): (1) Buyer obtaining approval of a  conventional  FHA  VA or  other \_\_\_\_\_  
91 (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):**  fixed,  adjustable,  fixed or  
92 adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left  
93 blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30)  
94 years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation  
95 of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required  
96 for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

97\* (i) Buyer shall make application for Financing within \_\_\_\_\_ (if left blank, then 5) days after Effective Date  
98 and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of  
99 Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this  
100 Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval  
101 unless Rider V is attached.

102 Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall  
103 be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes,  
104 but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender  
105 and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

106 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's  
107 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions  
108 of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8(b)(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see Rider D for terms).

(d) Purchase money note and mortgage to Seller (see Rider C for terms).

#### CLOSING COSTS, FEES AND CHARGES

#### 9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

##### (a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: \_\_\_\_\_

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

##### (b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: \_\_\_\_\_
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) **TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

Buyer's Initials \_\_\_\_\_  
FloridaRealtors/FloridaBar-ASIS-7x

Page 3 of 13

Seller's Initials \_\_\_\_\_

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Serial#: 035295-400177-4982794

Form  
Simplicity

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means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

**"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each party may select.**

**(CHECK ONE):**

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums for any lender's title policy and endorsements; or

(ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any lender's title policy and endorsements; or

(iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent and pay for premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation. Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title insurance underwriter, not to exceed \$\_\_\_\_\_ (if left blank, then \$200.00); (B) tax search; and (C) municipal lien search.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing,  Buyer  Seller  N/A shall pay for a home warranty plan issued by \_\_\_\_\_ 1 year home warranty from the Builder \_\_\_\_\_ at a cost not to exceed \$\_\_\_\_\_. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

(a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

(b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.  
This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

**DISCLOSURES**

**10. DISCLOSURES:**

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"



221 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and  
222 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or  
223 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage  
224 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer  
225 may terminate this Contract by delivering written notice to Seller within \_\_\_\_\_ (if left blank, then 20) days after  
226 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further  
227 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone  
228 designation of Property.

- 229 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure  
230 required by Section 553.996, F.S.
- 231 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is  
232 mandatory.
- 233 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS  
234 CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'  
235 ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 236 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT  
237 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO  
238 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY  
239 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER  
240 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE  
241 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- 242 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if  
243 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer  
244 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller  
245 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,  
246 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD  
247 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax  
248 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to  
249 FIRPTA.
- 250 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are  
251 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding  
252 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or  
253 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller  
254 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected  
255 building, environmental or safety code violation.

#### 256 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

257 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the  
258 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS  
259 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

#### 260 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 261 (a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have 7 (if left blank, then 15)  
262 days after Effective Date ("Inspection Period") within which to have such inspections of the Property  
263 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole  
264 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering  
265 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely  
266 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall  
267 be released of all further obligations under this Contract; however, Buyer shall be responsible for  
268 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting  
269 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the  
270 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to  
271 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of  
272 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to  
273 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all  
274 repairs and improvements required by Buyer's lender.***

- 275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior  
 276 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and  
 277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal  
 278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS  
 279 Maintenance Requirement and has met all other contractual obligations.
- 280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection  
 281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,  
 282 written documentation or other information in Seller's possession, knowledge, or control relating to  
 283 improvements to the Property which are the subject of such open or needed permits, and shall promptly  
 284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve  
 285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,  
 286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs  
 287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to  
 288 expend, any money.
- 289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and  
 290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties  
 291 to Buyer.

292 **ESCROW AGENT AND BROKER**

- 293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds  
 294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow  
 295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this  
 296 Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands  
 297 for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such  
 298 actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities  
 299 under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties  
 300 agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of  
 301 the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An  
 302 attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all  
 303 parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of  
 304 accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with  
 305 provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation,  
 306 arbitration, interpleader or an escrow disbursement order.
- 307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,  
 308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable  
 309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent  
 310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to  
 311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or  
 312 termination of this Contract.
- 313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,  
 314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate  
 315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property  
 316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the  
 317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or  
 318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND  
 319 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND  
 320 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,  
 321 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each  
 322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and  
 323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at  
 324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with  
 325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of  
 326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or  
 327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task  
 328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,  
 329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services  
 330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and  
332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve  
333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker  
334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

#### 335 **DEFAULT AND DISPUTE RESOLUTION**

#### 336 **15. DEFAULT:**

337 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,  
338 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit  
339 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and  
340 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under  
341 this Contract, ~~or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's~~  
342 ~~rights under this Contract.~~

343 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after  
344 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,  
345 Buyer may elect to receive return of Buyer's Deposit ~~without thereby waiving any action for damages resulting~~  
346 ~~from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific~~  
347 ~~performance.~~

348 This Paragraph 15 shall survive Closing or termination of this Contract.

#### 349 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and 350 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled 351 as follows:

352 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
353 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
354 16(b).

355 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
356 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").  
357 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be  
358 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16  
359 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph  
360 16 shall survive Closing or termination of this Contract.

#### 361 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted 362 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in 363 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover 364 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the 365 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

#### 366 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

#### 367 **18. STANDARDS:**

##### 368 **A. TITLE:**

369 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in  
370 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall  
371 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at  
372 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance  
373 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,  
374 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,  
375 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the  
376 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of  
377 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than  
378 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and  
379 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach  
380 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing  
381 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall  
382 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance  
383 with law.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

384 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller  
385 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is  
386 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of  
387 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after  
388 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer  
389 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver  
390 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this  
391 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If  
392 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,  
393 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which  
394 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or  
395 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has  
396 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)  
397 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
398 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and  
399 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,  
400 thereby releasing Buyer and Seller from all further obligations under this Contract.

401 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon  
402 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable  
403 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of  
404 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later  
405 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and  
406 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a  
407 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the  
408 preparation of such prior survey, to the extent the affirmations therein are true and correct.

409 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to  
410 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

411 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
412 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security  
413 deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)  
414 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit  
415 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or  
416 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph  
417 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller  
418 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this  
419 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under  
420 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations  
421 thereunder.

422 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing  
423 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or  
424 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been  
425 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all  
426 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth  
427 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges  
428 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been  
429 paid or will be paid at Closing.

430 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall  
431 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,  
432 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or  
433 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5  
434 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or  
435 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a  
436 day on which a national legal public holiday is observed.

437 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under  
438 this Contract or be liable to each other for damages so long as performance or non-performance of the right or  
439 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

**STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED**

440 caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather,  
441 earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of  
442 terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by  
443 exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.  
444 The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents  
445 performance, non-performance, or the availability of services, insurance or required approvals essential to Closing.  
446 All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time  
447 up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however,  
448 if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond  
449 Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit  
450 shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

451 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,  
452 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters  
453 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer,  
454 be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in  
455 this Contract.

456 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

457 (i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by  
458 the party paying for the owner's policy of title insurance and will take place in the county where the Real Property  
459 is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title  
460 insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic  
461 means.

462 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of  
463 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s),  
464 owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid  
465 receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable,  
466 the survey, flood elevation certification, and documents required by Buyer's lender.

467 (iii) **FinCEN REAL ESTATE REPORTING OBLIGATION.** Section 1031.320 of Chapter 31  
468 of the Code of Federal Regulations ("CFR") requires that certain residential real estate transactions without  
469 institutional lender financing, where at least one buyer/transferee is a legal entity, limited liability company,  
470 corporation, partnership, trust, trustee or other non-natural person, must be reported to the U.S. Treasury  
471 Department's Financial Crimes Enforcement Network ("FinCEN") beginning March 1, 2026 (a "FinCEN Report"). If  
472 this transaction requires completion of a FinCEN Report, then Seller and Buyer shall, no later than the day prior to  
473 Closing, provide Closing Agent with all information and documentation necessary to enable Closing Agent to  
474 complete the FinCEN Report. Such information and documentation includes, without limitation, full legal names,  
475 dates of birth, residential street addresses, and the IRS taxpayer identification number of the beneficial owners of  
476 the parties, as further defined and described in the CFR. Each party agrees to promptly provide and consents to  
477 Closing Agent's collection and report of said information to FinCEN. Buyer shall pay all costs and fees charged by  
478 Closing Agent to prepare and file the FinCEN Report.

479 (iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment  
480 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing  
481 procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing**  
482 **funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

483 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide  
484 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following  
485 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent  
486 for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of  
487 Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from  
488 date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all  
489 Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,  
490 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-  
491 convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand  
492 for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect  
493 except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

494 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of  
495 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes  
496 (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments

**STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED**

497 imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents  
498 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,  
499 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required  
500 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited  
501 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on  
502 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment  
503 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's  
504 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements  
505 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1<sup>st</sup>  
506 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be  
507 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an  
508 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the  
509 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an  
510 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K  
511 shall survive Closing.

512 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller  
513 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,  
514 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

515 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty  
516 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not  
517 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed  
518 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated  
519 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of  
520 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase  
521 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of  
522 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the  
523 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation  
524 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

525 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with  
526 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate  
527 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,  
528 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent  
529 upon, nor extended or delayed by, such Exchange.

530 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**  
531 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public or official records. This  
532 Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in  
533 interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and  
534 delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party  
535 shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail,  
536 facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures  
537 hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic  
538 signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

539 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement  
540 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or  
541 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change  
542 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended  
543 to be bound by it.

544 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this  
545 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or  
546 rights.

547 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten  
548 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

549 **S. COLLECTION or COLLECTED:** "Collection" or "Collected" means any checks tendered or received, including  
550 Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing  
551 Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent  
552 until such amounts have been Collected in Closing Agent's accounts.

553 **T. RESERVED.**

**STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED**

554 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State  
 555 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the  
 556 county where the Real Property is located.

557 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,  
 558 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%  
 559 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service  
 560 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate  
 561 from the IRS authorizing a reduced amount of withholding.

562 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can  
 563 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,  
 564 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and  
 565 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer  
 566 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds  
 567 to the IRS.

568 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced  
 569 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the  
 570 reduced sum required, if any, and timely remit said funds to the IRS.

571 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has  
 572 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been  
 573 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller  
 574 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in  
 575 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the  
 576 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted  
 577 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

578 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this  
 579 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the  
 580 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for  
 581 disbursement in accordance with the final determination of the IRS, as applicable.

582 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms  
 583 8288 and 8288-A, as filed.

584 **W. RESERVED**

585 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller*  
 586 *and against any real estate licensee involved in the negotiation of this Contract for any damage or defects*  
 587 *pertaining to the physical condition of the Property that may exist at Closing of this Contract and be*  
 588 *subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This*  
 589 *provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive*  
 590 *Closing.*

**ADDENDA AND ADDITIONAL TERMS**

592 **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this  
 593 Contract (Check if applicable):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> A. Condominium Rider                    | <input type="checkbox"/> O. Insulation Disclosure            | <input type="checkbox"/> AA. Licensee Property Interest   |
| <input type="checkbox"/> B. Homeowners' Assn.                    | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> BB. Binding Arbitration  |
| <input type="checkbox"/> C. Seller Financing                     | <input type="checkbox"/> Q. Housing for Older Persons        | <input type="checkbox"/> CC. Miami-Dade County<br>Special Taxing District<br>Disclosure         |
| <input type="checkbox"/> D. Mortgage Assumption                  | <input type="checkbox"/> R. Rezoning                         | <input type="checkbox"/> DD. Seasonal/Vacation<br>Rentals                                       |
| <input type="checkbox"/> E. FHA/VA Financing                     | <input type="checkbox"/> S. Lease Purchase/ Lease Option     | <input type="checkbox"/> EE. Qualifying Improvements<br>Disclosure                              |
| <input type="checkbox"/> F. Appraisal Contingency                | <input type="checkbox"/> T. Pre-Closing Occupancy            | <input type="checkbox"/> FF. Credit Related to Buyers<br>Broker Compensation                    |
| <input type="checkbox"/> G. Short Sale                           | <input type="checkbox"/> U. Post-Closing Occupancy           | <input type="checkbox"/> GG. Sellers Agreement with<br>Respect to Buyers Broker<br>Compensation |
| <input type="checkbox"/> H. Homeowners'/Flood Ins                | <input type="checkbox"/> V. Sale of Buyer's Property         | <input checked="" type="checkbox"/> Other: <u>Flood disclosure</u>                              |
| <input type="checkbox"/> I. RESERVED                             | <input type="checkbox"/> W. Back-up Contract                 |   |
| <input type="checkbox"/> J. Interest-Bearing Acct.               | <input type="checkbox"/> X. Kick-out Clause                  |   |
| <input type="checkbox"/> K. RESERVED                             | <input type="checkbox"/> Y. Seller's Attorney Approval       |   |
| <input type="checkbox"/> L. RESERVED                             | <input type="checkbox"/> Z. Buyer's Attorney Approval        |   |
| <input type="checkbox"/> M. Defective Drywall                    |  |   |
| <input type="checkbox"/> N. Coastal Construction<br>Control Line |  |   |

Buyer's Initials \_\_\_\_\_  
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Seller's Initials \_\_\_\_\_

594 \* **20. ADDITIONAL TERMS:** The seller will credit \$5,000 to the buyer towards closing cost and prepaids.  
595  
596 prior to closing, seller shall at seller' s sole cost and expense, close out any open, inactive, or expired permits  
597 and cure all code violations.  
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612 **COUNTER-OFFER**

613 \*  Seller counters Buyer's offer.

614 **[The remainder of this page is intentionally left blank.**  
615 **This Contract continues with line 616 on Page 13 of 13.]**

616 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
617 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

618 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

619 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the*  
620 *terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and*  
621 *conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all*  
622 *interested persons.*

623 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK  
624 TO BE COMPLETED.

625 **ATTENTION: SELLER AND BUYER**

626 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes,  
627 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by  
628 certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the  
629 Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of  
630 Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly**  
631 **sell property in violation of the Act.**

632 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the**  
633 **Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under**  
634 **the Act.**

635 \* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

636 \* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

637 \* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

638 \* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

639 Buyer's address for purposes of notice Seller's address for purposes of notice  
640 \* \_\_\_\_\_  
641 \* \_\_\_\_\_  
642 \* \_\_\_\_\_

643 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers  
644 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct  
645 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage  
646 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has  
647 retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by  
648 Seller or Listing Broker to Cooperating Brokers.

649 \* \_\_\_\_\_ Denise Gonzalez  
650 **Cooperating Sales Associate, if any**  
651 \* \_\_\_\_\_ Treasure Property Group, LLC  
652 **Cooperating Broker, if any**

\_\_\_\_\_ Luban Quiceno  
**Listing Sales Associate**  
\_\_\_\_\_ Treasure Property Group, LLC  
**Listing Broker**



**“AS IS” Residential Contract For Sale And Purchase**

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1\* **PARTIES:** ELALGI PROPERTIES LLC ("Seller"),  
 2\* and Westgate/Belvedere Homes Community Redevelopment Agency. ("Buyer"),  
 3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
 4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase  
 5 and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**  
 7\* (a) Street address, city, zip: 3763 SAGINAW AVE West Palm Beach 33409  
 8\* (b) Located in: PALM BEACH County, Florida. Property Tax ID #: 00-43-43-30-32-000-0020  
 9\* (c) Real Property: The legal description is GRIFFINTOWN TWO LT 2

10  
 11  
 12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and  
 13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or  
 14 by other terms of this Contract.

15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items  
 16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the  
 17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods  
 18 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),  
 19 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox  
 20 keys, and storm shutters/storm protection items and hardware ("Personal Property").  
 21\* Other Personal Property items included in this purchase are: dishwasher, refrigerator, stove, microwave

22  
 23 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.  
 24\* (e) The following items are excluded from the purchase: No washer and dryer.

**PURCHASE PRICE AND CLOSING**

26  
 27\* **2. PURCHASE PRICE (U.S. currency):**..... \$ 425,000.00  
 28\* (a) Initial deposit to be held in escrow in the amount of (**checks subject to Collection**) ..... \$ 10,000.00  
 29 The initial deposit made payable and delivered to "Escrow Agent" named below  
 30\* (**CHECK ONE**): (i)  accompanies offer or (ii)  is to be made within \_\_\_\_\_ (if left blank,  
 31 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)  
 32 SHALL BE DEEMED SELECTED.  
 33\* Escrow Agent Name: Jones Foster  
 34\* Address: 505 S Flager Dr. Suite 1100, West Palm Beach FL, 33401 Phone: (561)659-3000  
 35\* Email: \_\_\_\_\_ Fax: \_\_\_\_\_  
 36\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)  
 37\* days after Effective Date ..... \$ \_\_\_\_\_  
 38 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")  
 39\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....  
 40\* (d) Other: ..... \$ \_\_\_\_\_  
 41 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire  
 42\* transfer or other Collected funds (See STANDARD S)..... \$ 415,000.00

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**  
 44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before  
 45\* April 15, 2026, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to  
 46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day  
 47 the counter-offer is delivered.  
 48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or  
 49 initialed and delivered this offer or final counter-offer ("Effective Date").

50 **4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are  
 51 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be  
 52 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

53 \* this Contract, the Closing shall occur on April 30, 2026 ("Closing Date"), at the time  
54 established by the Closing Agent.

55 **5. EXTENSION OF CLOSING DATE:**

56 (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial  
57 Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is  
58 checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be  
59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7  
60 days.

61 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the  
62 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be  
63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

65 (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property  
66 to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all  
67 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and  
68 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss  
69 to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and  
70 shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-  
71 CLOSING OCCUPANCY BY BUYER.

72 (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is  
73 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after  
74 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof  
75 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all  
76 within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of  
77 occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such  
78 election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the  
79 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)  
80 and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not  
81 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after  
82 Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

83 \* **7. ASSIGNABILITY: (CHECK ONE):** Buyer  may assign and thereby be released from any further liability under  
84 \* this Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.  
85 IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

86 **FINANCING**

87 **8. FINANCING:**

88 \*  (a) This is a cash transaction with no financing contingency.

89 \*  (b) This Contract is contingent upon, within \_\_\_\_\_ (if left blank, then 30) days after Effective Date ("Loan  
90 \* Approval Period"): (1) Buyer obtaining approval of a  conventional  FHA  VA or  other \_\_\_\_\_  
91 \* (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):**  fixed,  adjustable,  fixed or  
92 \* adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left  
93 \* blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30)  
94 \* years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation  
95 \* of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required  
96 \* for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

97 \* (i) Buyer shall make application for Financing within \_\_\_\_\_ (if left blank, then 5) days after Effective Date  
98 and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of  
99 Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this  
100 Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval  
101 unless Rider V is attached.

102 Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall  
103 be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes,  
104 but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender  
105 and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

106 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's  
107 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions  
108 of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see Rider D for terms).

(d) Purchase money note and mortgage to Seller (see Rider C for terms).

#### CLOSING COSTS, FEES AND CHARGES

### 9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

#### (a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: \_\_\_\_\_

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

#### (b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: \_\_\_\_\_
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) **TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

165 means a search of records necessary for the owner's policy of title insurance to be issued without exception for  
166 unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body,  
167 authority or agency.

168 "Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party  
169 shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each  
170 party may select.

171 (CHECK ONE):

172 \*  (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums  
173 for any lender's title policy and endorsements; or

174 \*  (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any  
175 lender's title policy and endorsements; or

176 \*  (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Buyer shall designate Closing Agent and pay for  
177 premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation.  
178 Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title  
179 \* insurance underwriter, not to exceed \$\_\_\_\_\_ (if left blank, then \$200.00); (B) tax search; and (C)  
180 municipal lien search.

181 (d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property  
182 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real  
183 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

184 \* (e) **HOME WARRANTY:** At Closing,  Buyer  Seller  N/A shall pay for a home warranty plan issued by  
185 \* \_\_\_\_\_ **1 year home warranty from the builder** \_\_\_\_\_ at a cost not to exceed \$\_\_\_\_\_. A home  
186 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in  
187 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

188 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body  
189 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and  
190 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an  
191 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being  
192 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may  
193 be paid in installments (CHECK ONE):

194 \*  (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.  
195 Installments prepaid or due for the year of Closing shall be prorated.

196 \*  (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body  
197 to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be  
198 deemed selected for such assessment(s).

199 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

200 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district  
201 (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to  
202 Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

## 203 DISCLOSURES

### 204 10. DISCLOSURES:

205 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in  
206 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
207 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding  
208 radon and radon testing may be obtained from your county health department.

209 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller  
210 does not know of any improvements made to the Property which were made without required permits or made  
211 pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79,  
212 F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then  
213 Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession,  
214 knowledge, or control relating to improvements to the Property which are the subject of such open permits or  
215 unpermitted improvements.

216 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or  
217 desires additional information regarding mold, Buyer should contact an appropriate professional.

218 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood  
219 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to  
220 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

- 221 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and  
 222 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or  
 223 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage  
 224 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer  
 225\* may terminate this Contract by delivering written notice to Seller within \_\_\_\_\_ (if left blank, then 20) days after  
 226 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further  
 227 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone  
 228 designation of Property.
- 229 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure  
 230 required by Section 553.996, F.S.
  - 231 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is  
 232 mandatory.
  - 233 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS  
 234 CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'  
 235 ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
  - 236 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT  
 237 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO  
 238 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY  
 239 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER  
 240 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE  
 241 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
  - 242 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if  
 243 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer  
 244 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller  
 245 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,  
 246 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD  
 247 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax  
 248 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to  
 249 FIRPTA.
  - 250 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are  
 251 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding  
 252 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or  
 253 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller  
 254 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected  
 255 building, environmental or safety code violation.

256 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

257 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the  
 258 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS  
 259 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

260 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

261\* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 7 (if left blank, then 15)  
 262 days after Effective Date ("Inspection Period") within which to have such inspections of the Property  
 263 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole  
 264 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering  
 265 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely  
 266 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall  
 267 be released of all further obligations under this Contract; however, Buyer shall be responsible for  
 268 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting  
 269 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the  
 270 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to  
 271 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of  
 272 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to  
 273 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all  
 274 repairs and improvements required by Buyer's lender.

- 275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior  
 276 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and  
 277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal  
 278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS  
 279 Maintenance Requirement and has met all other contractual obligations.
- 280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection  
 281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,  
 282 written documentation or other information in Seller's possession, knowledge, or control relating to  
 283 improvements to the Property which are the subject of such open or needed permits, and shall promptly  
 284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve  
 285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,  
 286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs  
 287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to  
 288 expend, any money.
- 289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and  
 290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties  
 291 to Buyer.

292 **ESCROW AGENT AND BROKER**

- 293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds  
 294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow  
 295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this  
 296 Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands  
 297 for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such  
 298 actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities  
 299 under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties  
 300 agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of  
 301 the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An  
 302 attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all  
 303 parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of  
 304 accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with  
 305 provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation,  
 306 arbitration, interpleader or an escrow disbursement order.  
 307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,  
 308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable  
 309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent  
 310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to  
 311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or  
 312 termination of this Contract.
- 313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,  
 314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate  
 315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property  
 316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the  
 317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or  
 318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND  
 319 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND  
 320 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,  
 321 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each  
 322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and  
 323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at  
 324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with  
 325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of  
 326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or  
 327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task  
 328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,  
 329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services  
 330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and  
332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve  
333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker  
334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

#### 335 **DEFAULT AND DISPUTE RESOLUTION**

##### 336 **15. DEFAULT:**

337 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,  
338 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit  
339 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and  
340 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under  
341 this Contract, ~~or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's~~  
342 ~~rights under this Contract.~~

343 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after  
344 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,  
345 Buyer may elect to receive return of Buyer's Deposit ~~without thereby waiving any action for damages resulting~~  
346 ~~from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific~~  
347 performance.

348 This Paragraph 15 shall survive Closing or termination of this Contract.

##### 349 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and 350 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled 351 as follows:

352 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
353 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
354 16(b).

355 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
356 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").  
357 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be  
358 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16  
359 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph  
360 16 shall survive Closing or termination of this Contract.

##### 361 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted 362 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in 363 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover 364 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the 365 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

#### 366 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

##### 367 **18. STANDARDS:**

###### 368 **A. TITLE:**

369 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in  
370 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall  
371 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at  
372 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance  
373 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,  
374 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,  
375 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the  
376 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of  
377 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than  
378 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and  
379 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach  
380 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing  
381 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall  
382 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance  
383 with law.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

384 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller  
385 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is  
386 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of  
387 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after  
388 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer  
389 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver  
390 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this  
391 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If  
392 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,  
393 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which  
394 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or  
395 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has  
396 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)  
397 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
398 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and  
399 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,  
400 thereby releasing Buyer and Seller from all further obligations under this Contract.

401 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon  
402 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable  
403 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of  
404 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later  
405 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and  
406 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a  
407 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the  
408 preparation of such prior survey, to the extent the affirmations therein are true and correct.

409 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to  
410 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

411 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
412 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security  
413 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)  
414 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit  
415 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or  
416 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph  
417 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller  
418 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this  
419 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under  
420 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations  
421 thereunder.

422 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing  
423 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or  
424 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been  
425 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all  
426 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth  
427 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges  
428 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been  
429 paid or will be paid at Closing.

430 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall  
431 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,  
432 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or  
433 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5  
434 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or  
435 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a  
436 day on which a national legal public holiday is observed.

437 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under  
438 this Contract or be liable to each other for damages so long as performance or non-performance of the right or  
439 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

**H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

**I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN REAL ESTATE REPORTING OBLIGATION.** Section 1031.320 of Chapter 31 of the Code of Federal Regulations ("CFR") requires that certain residential real estate transactions without institutional lender financing, where at least one buyer/transferee is a legal entity, limited liability company, corporation, partnership, trust, trustee or other non-natural person, must be reported to the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") beginning March 1, 2026 (a "FinCEN Report"). If this transaction requires completion of a FinCEN Report, then Seller and Buyer shall, no later than the day prior to Closing, provide Closing Agent with all information and documentation necessary to enable Closing Agent to complete the FinCEN Report. Such information and documentation includes, without limitation, full legal names, dates of birth, residential street addresses, and the IRS taxpayer identification number of the beneficial owners of the parties, as further defined and described in the CFR. Each party agrees to promptly provide and consents to Closing Agent's collection and report of said information to FinCEN. Buyer shall pay all costs and fees charged by Closing Agent to prepare and file the FinCEN Report.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

**J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

**K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

497 imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents  
498 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,  
499 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required  
500 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited  
501 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on  
502 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment  
503 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's  
504 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements  
505 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st  
506 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be  
507 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an  
508 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the  
509 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an  
510 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K  
511 shall survive Closing.

512 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller  
513 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,  
514 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

515 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty  
516 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not  
517 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed  
518 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated  
519 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of  
520 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase  
521 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of  
522 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the  
523 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation  
524 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

525 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with  
526 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate  
527 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,  
528 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent  
529 upon, nor extended or delayed by, such Exchange.

530 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**  
531 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public or official records. This  
532 Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in  
533 interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and  
534 delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party  
535 shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail,  
536 facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures  
537 hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic  
538 signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

539 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement  
540 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or  
541 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change  
542 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended  
543 to be bound by it.

544 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this  
545 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or  
546 rights.

547 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten  
548 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

549 **S. COLLECTION or COLLECTED:** "Collection" or "Collected" means any checks tendered or received, including  
550 Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing  
551 Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent  
552 until such amounts have been Collected in Closing Agent's accounts.

553 **T. RESERVED.**

**STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED**

554 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State  
 555 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the  
 556 county where the Real Property is located.

557 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,  
 558 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%  
 559 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service  
 560 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate  
 561 from the IRS authorizing a reduced amount of withholding.

562 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can  
 563 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,  
 564 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and  
 565 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer  
 566 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds  
 567 to the IRS.

568 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced  
 569 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the  
 570 reduced sum required, if any, and timely remit said funds to the IRS.

571 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has  
 572 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been  
 573 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller  
 574 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in  
 575 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the  
 576 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted  
 577 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

578 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this  
 579 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the  
 580 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for  
 581 disbursement in accordance with the final determination of the IRS, as applicable.

582 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms  
 583 8288 and 8288-A, as filed.

584 **W. RESERVED**

585 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller*  
 586 *and against any real estate licensee involved in the negotiation of this Contract for any damage or defects*  
 587 *pertaining to the physical condition of the Property that may exist at Closing of this Contract and be*  
 588 *subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This*  
 589 *provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive*  
 590 *Closing.*

**ADDENDA AND ADDITIONAL TERMS**

592 \* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this  
 593 Contract (Check if applicable):

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> A. Condominium Rider                    | <input type="checkbox"/> O. Insulation Disclosure            | <input type="checkbox"/> AA. Licensee Property Interest   |
| <input type="checkbox"/> B. Homeowners' Assn.                    | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> BB. Binding Arbitration  |
| <input type="checkbox"/> C. Seller Financing                     | <input type="checkbox"/> Q. Housing for Older Persons        | <input type="checkbox"/> CC. Miami-Dade County<br>Special Taxing District<br>Disclosure         |
| <input type="checkbox"/> D. Mortgage Assumption                  | <input type="checkbox"/> R. Rezoning                         | <input type="checkbox"/> DD. Seasonal/Vacation<br>Rentals                                       |
| <input type="checkbox"/> E. FHA/VA Financing                     | <input type="checkbox"/> S. Lease Purchase/ Lease Option     | <input type="checkbox"/> EE. Qualifying Improvements<br>Disclosure                              |
| <input type="checkbox"/> F. Appraisal Contingency                | <input type="checkbox"/> T. Pre-Closing Occupancy            | <input type="checkbox"/> FF. Credit Related to Buyers<br>Broker Compensation                    |
| <input type="checkbox"/> G. Short Sale                           | <input type="checkbox"/> U. Post-Closing Occupancy           | <input type="checkbox"/> GG. Sellers Agreement with<br>Respect to Buyers Broker<br>Compensation |
| <input type="checkbox"/> H. Homeowners'/Flood Ins                | <input type="checkbox"/> V. Sale of Buyer's Property         | <input checked="" type="checkbox"/> Other: <u>Flood disclosure</u>                              |
| <input type="checkbox"/> I. RESERVED                             | <input type="checkbox"/> W. Back-up Contract                 |   |
| <input type="checkbox"/> J. Interest-Bearing Acct.               | <input type="checkbox"/> X. Kick-out Clause                  |   |
| <input type="checkbox"/> K. RESERVED                             | <input type="checkbox"/> Y. Seller's Attorney Approval       |   |
| <input type="checkbox"/> L. RESERVED                             | <input type="checkbox"/> Z. Buyer's Attorney Approval        |   |
| <input type="checkbox"/> M. Defective Drywall                    |  |   |
| <input type="checkbox"/> N. Coastal Construction<br>Control Line |  |   |

Buyer's Initials \_\_\_\_\_  
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Seller's Initials \_\_\_\_\_

594 \* 20. ADDITIONAL TERMS: The seller will credit \$5,000 to the buyer towards closing cost and prepaids.  
595 \_\_\_\_\_  
596 prior to closing, seller shall at seller's sole cost and expense, close out any open, inactive, or expired  
597 permits and cure all code violations.  
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612 COUNTER-OFFER

613 \*  Seller counters Buyer's offer.

614 [The remainder of this page is intentionally left blank.  
615 This Contract continues with Line 610 on Page 13 of 13.]

616 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE  
617 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

618 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

619 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the*  
620 *terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and*  
621 *conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all*  
622 *interested persons.*

623 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK  
624 TO BE COMPLETED.

625 **ATTENTION: SELLER AND BUYER**

626 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes,  
627 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by  
628 certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the  
629 Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of  
630 Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly**  
631 **sell property in violation of the Act.**

632 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the**  
633 **Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under**  
634 **the Act.**

635\* Buyer: \_\_\_\_\_ Westgate/Belvedere Homes Community \_\_\_\_\_ Date: \_\_\_\_\_

636\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

637\* Seller: \_\_\_\_\_ ELALGI PROPERTIES LLC \_\_\_\_\_ Date: \_\_\_\_\_

638\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

639 Buyer's address for purposes of notice Seller's address for purposes of notice  
640\* \_\_\_\_\_  
641\* \_\_\_\_\_  
642\* \_\_\_\_\_

643 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers  
644 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct  
645 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage  
646 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has  
647 retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by  
648 Seller or Listing Broker to Cooperating Brokers.

649\* Denise Gonzalez  
650 Cooperating Sales Associate, if any

651\* Treasure Property Group  
652 Cooperating Broker, if any

Luban Quiceno  
Listing Sales Associate

Treasure Property Group  
Listing Broker

**CONTRACT FOR CONSULTING SERVICES WITH  
WPBgo | THE WEST PALM BEACH MOBILITY COALITION**

This Contract for Consulting Services (Contract) by and between the WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY, a dependent special district created by Palm Beach County pursuant to Chapter 163, Part III, Florida Statutes (hereinafter referred to as the "CRA"), and WPBgo | The West Palm Beach Mobility Coalition, hereinafter referred to as "Consultant") is entered into this \_\_\_ day of April 2026 (individually referred to as "Party" and collectively as "the Parties").

**WITNESSETH THAT:**

**WHEREAS** the CRA is a dependent special district created by Palm Beach County pursuant to Chapter 163, Part III, Florida Statutes; and

**WHEREAS**, the CRA is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Chapter 163, Part III, Florida Statutes; and

**WHEREAS**, the CRA requires Mobility Implementation Services (the Services) for its Mobility Implementation Plan for the area encompassed by the CRA (the Site); and

**WHEREAS**, the Executive Director of the CRA has determined that the Consultant is the sole source that is available to the CRA to provide for the implementation of the CRA's Mobility Implementation Plan; and

**WHEREAS**, pursuant to its proposal incorporated herein by reference as **Exhibit "A,"** Consultant has agreed to provide the Services for a fee not to exceed \$75,000; and

**WHEREAS**, the CRA has budgeted sufficient funds to pay for the Services.

**NOW THEREFORE**, the CRA and the Consultant in consideration of the benefits flowing from each other do hereby agree as follows:

1. **SCOPE OF SERVICES.** Consultant shall provide the Services in accordance with Exhibit A, which is incorporated herein by reference.
2. **AMENDMENTS:** This Contract supersedes all previous agreements, arrangements or understandings between the Parties whether written or oral in connection with or incidental to the Services to be provided. No changes to the Services to be provided pursuant to this Contract, including those in Exhibit A shall be binding unless the parties agree to and execute a written amendment to the Contract

**3. COMPENSATION:**

In accordance with the Scope of Services Consultant shall be paid a lump sum not to exceed \$75,000 for the Services.

Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

**4. TERM.** The Term of this Contract shall begin on April 13, 2026 and end on September 30, 2026. The Term may be renewed for a period of time agreed to by the Parties pursuant to an executed amendment to the Contract.

**5. NOTICES:** Each Party shall designate a representative who is authorized to act on behalf of that Party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party at the following addresses:

WPBgo  
107 S. Olive Ave, Suite 200  
West Palm Beach, FL 33401

Westgate/Belvedere Homes CRA  
1280 Old congress Avenue, Suite 215  
West Palm Beach, FL 33409

**6. TERMINATION:** Either party may terminate the Contract without cause upon 30 days' notice in writing. Upon termination by either Party, the Client shall pay Consultant all fees and charges for the Services provided to the effective date of termination.

**7. PROFESSIONAL RESPONSIBILITY:** In performing the Services, Consultant shall provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services.

**8. LIMITATION OF LIABILITY:** By entering into this Contract, the CRA does not waive its sovereign immunity protections afforded to it pursuant to Fla. Stat. §768.28.

**9. DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the Services are public records. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse

or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the Contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant does not guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files").

**IN WITNESS WHEREOF**, the Parties' duly authorized representatives hereby execute this Contract on the date first written above.

WITNESS:

**WESTGATE/BELVEDERE HOMES  
COMMUNITY REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Printed Name:

By \_\_\_\_\_  
Ronald L. Daniels, Chair

\_\_\_\_\_  
Printed Name:

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Thomas J. Baird, General Counsel

**WITNESSES:**

**WPBgo|The West Palm Beach Mobility Coalition**

\_\_\_\_\_  
Printed Name:

By:\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ (name of person acknowledging)

\_\_\_\_\_  
Notary Public - State of Florida  
My Commission Expires:

Personally Known  Produced Identification  
Type of Identification Produced: \_\_\_\_\_

**EXHIBIT "A"**

# **Westgate CRA District Mobility Implementation Plan**

## **Phase 1 Program Proposal (March – September 2026)**

This proposal outlines the framework for launching district-wide mobility programming in the Westgate CRA area. The sections below summarize the major components of the implementation plan and where they appear in the document.

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<a href="#"><u>Implementation Structure</u></a> .....	10
<a href="#"><u>E-Bike Voucher Program Options</u></a> .....	12
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# Phase 1 Overview & Objectives

*(March - September 2026)*

The Westgate Community Redevelopment Agency (CRA) has identified transportation and mobility as a priority investment area for FY26, including the **launch** of Transportation Demand Management (TDM) programming and **deployment** of mobility incentives such as an e-bike voucher program.

This Phase 1 Implementation Plan **outlines** how those priorities will be operationalized **across the district** from March through September 2026.

## Phase 1 Objectives

- Establish a structured **district mobility** program
- Activate **employer** and **government** participation
- Integrate **residential** communities, including new development
- Deploy and manage **incentive** programs
- Increase awareness and trial of **transit and shared mobility** options
- Track participation and generate **measurable outcomes**

Rather than approaching mobility as a single program or isolated incentive, this plan creates a coordinated system that reaches residents and employees through trusted community channels like **employers, institutions, and property managers** to provide structured pathways for participation.

By September 2026, Phase 1 will deliver measurable participation data, activated district partners, and a defined roadmap for continued implementation.

## 1. District Participation Framework

This initiative will be implemented across four defined participation tracks to ensure that mobility programming reaches residents and employees through established channels.

The framework below allows the CRA to activate Transportation Demand Management (TDM) programming in a measurable and scalable way, while deploying incentives and tracking participation by segment.

## 2.a. Private Employers

Private employers represent one of the most effective channels for reaching large numbers of daily commuters. This track operationalizes TDM programming by activating employer-based participation and structured trial programs.



### 2.a.1 Focus Areas:

- Walmart
- Cross County Mall
- PB Kennel Club
- HCI College

### 2.b.2 Actions

- Direct outreach to approx. 25 employers within the district
- Meetings with leadership to understand commute patterns and parking conditions
- Delivery of commuter education sessions (in-person or virtual)
- Enrollment of employees into structured 90 day mobility incentive trials
- Consultation on potential transportation benefits or pilot commuter incentives
- Exploration of vanpool feasibility where commute patterns warrant

### 2.c.3 Objectives

- 5–10 employers actively participating
- At least one employer-based transit trial cohort completed
- Documented workforce participation metrics
- Identified barriers to long-term adoption

## 2.b. Government & Institutional Anchors

Government institutions provide stable workforce populations and an opportunity to establish visible district participation. This track ensures that public institutions are included in the launch of district-wide TDM programming.



### 2.b.1. Focus Areas

- Supervisor of Elections
- Westgate Park & Recreation Center
- Westgate Elementary School
- Chuck Shaw Technical Education Center

### 2.b.2. Actions

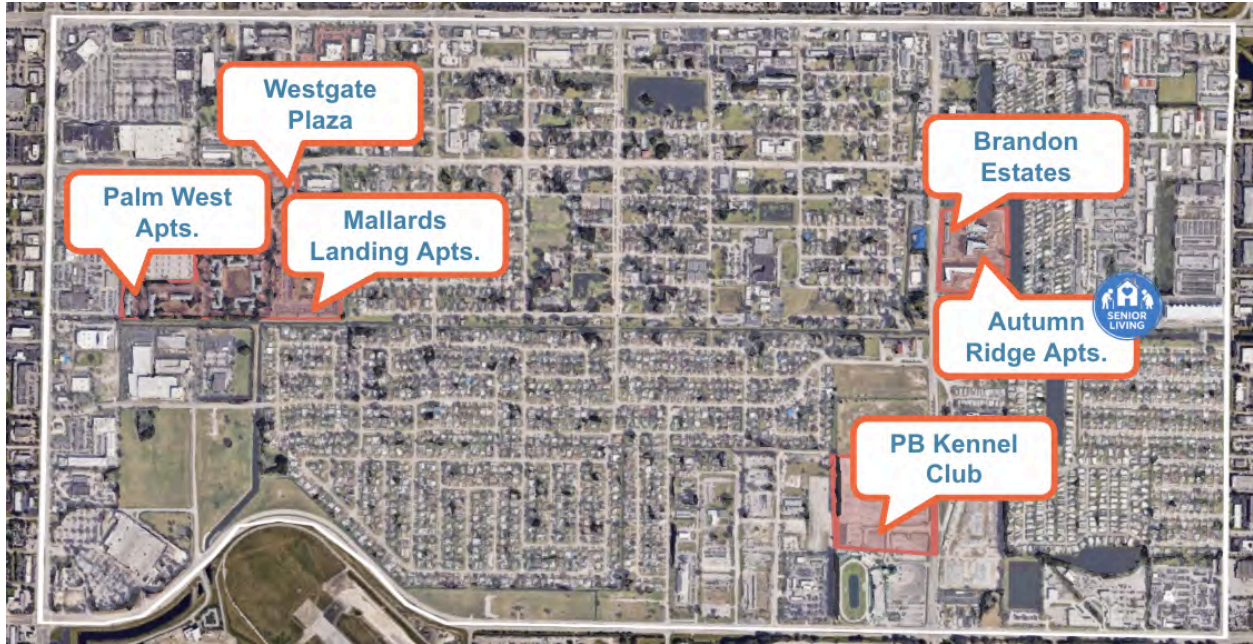
- Leadership meetings at identified sites
- Workforce mobility briefings
- Transit and vanpool trial enrollment pathways
- Access to incentive programs
- Participation tracking by site

### 2.b.3. Outcome Targets

- Activation of at least 2 government anchor sites
- Workforce participation recorded and reported
- Defined pathway for continued participation beyond Phase 1

## 2.c. Multifamily Residential Communities

Existing multifamily properties and the 400-unit Phase 1 residential development represent key opportunities to integrate mobility programming at the point of move-in. This track aligns with the CRA's interest in integrating mobility into new development and supporting resident access to employment and district amenities.



### 2.c.1. Focus Areas:

- Palm West Apartments
- Mallards Landing Apartments
- Brandon Estates
- Westgate Plaza Apartments
- Autumn Ridge Apartments (Senior Living)
- PB Kennel Club

### 2.c.2. Actions

- Meetings with property managers and leasing teams
- Development and distribution of a Mobility Welcome Kit
- Integration of mobility materials into resident onboarding
- Transit onboarding support
- Access to e-bike voucher and transit incentive programs
- Participation tracking by property
- Outreach events at clubhouses and organized resident events
- Use of community bulletin boards

### 2.c.3. Outcome Targets

- Participation from 2–3 multifamily properties
- Mobility integration plan in place for Phase 1 development
- Resident enrollment and incentive participation tracked

## 2.d. Single-Family Residential

Single-family neighborhoods will have access to mobility programming through district-wide communications (mailers or outreach with ambassadors) and incentive eligibility. This track ensures access to programming while focusing more intensive efforts through workforce and multifamily channels.

### 2.d.1. Focus Areas



### 2.d.2 Actions

- Mobility Information Sessions
- District wide communication of program availability
- Access to incentive programs
- Participation in mobility pilots and challenges

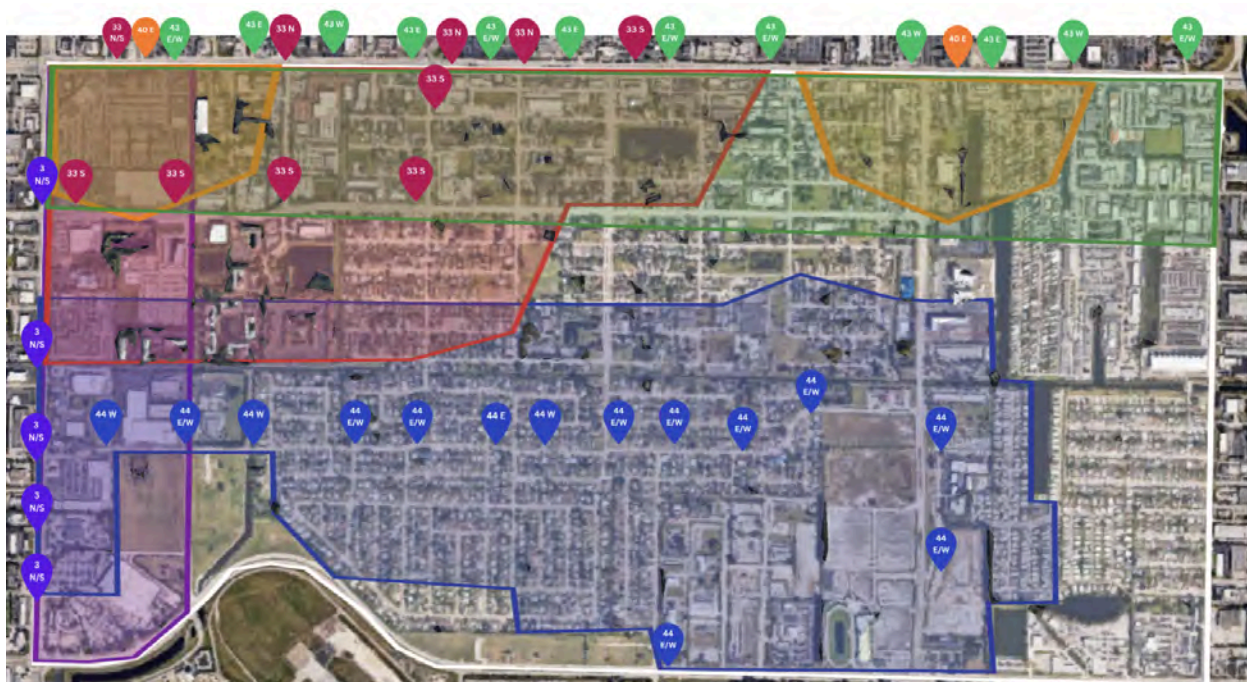
### 2.d.3 Outcome Targets

- Incentive applications and pilot enrollment documented
- Feedback captured to inform Year 2 focus

## 2. Transit Stop Proximity and Route Context Within the District

To better understand how existing transit service connects with residential areas, employers, and institutions in the Westgate CRA district, WPBgo mapped Palm Tran bus stops serving the district and analyzed which areas are located within approximately  $\frac{1}{4}$  mile of a stop. A  $\frac{1}{4}$ -mile distance is commonly used in transit planning to represent about a **5-minute walk**.

Areas shown with route-based shading on the map are located within approximately  $\frac{1}{4}$  mile of a bus stop. Areas without shading are located farther from a stop.



(Map: Areas within approximately  $\frac{1}{4}$  mile of Palm Tran bus stops in and around the Westgate CRA district)

Five Palm Tran routes currently serve the district:

- **Route 3** – North/South service along the western corridor
- **Route 33** – East/West service through the central corridor
- **Route 40** – East/West service along the northern corridor
- **Route 43** – Major east/west corridor along Okeechobee Blvd
- **Route 44** – East/West service along the southern corridor

## Areas closest to transit stops

The strongest stop proximity is located along the district's major corridors, including areas near:

These areas include locations near:

- Okeechobee Boulevard
- Southern Boulevard / Belvedere Road
- Military Trail
- Congress Avenue / Haverhill Road corridors

These areas include a mix of:

- private employers
- multifamily residential communities
- government and institutional sites
- portions of the redevelopment area

## Areas farther from transit stops

Several interior residential areas, especially within the central single-family portions of the district, are **located farther than ¼ mile from a transit stop.**

## Route Context

The following Palm Tran routes serve or run along the Westgate CRA district. The table below summarizes the primary corridors served, common destinations along each route, and typical trip purposes for residents and workers in the district.

Route	District Relationship	Key Destinations	Potential Trip Types	Weekday Frequency
Route 3	Military Trail (west side of district)	<ul style="list-style-type: none"> <li>• Cross County Plaza</li> <li>• Super Walmart</li> <li>• Mounts Botanical Garden</li> <li>• VA Medical Center</li> <li>• Gardens Mall</li> <li>• Delray Square</li> <li>• Delray Medical Center</li> <li>• Town Center Mall at Boca Raton</li> </ul>	<ul style="list-style-type: none"> <li>• Workforce commuting along Military Trail</li> <li>• Access to retail, medical, and regional destinations north and south of Westgate</li> </ul>	Every 20-30 mins
Route 33	Northern portion of the district near Cross County Plaza	<ul style="list-style-type: none"> <li>• Cross County Plaza</li> <li>• Tanger Outlets</li> <li>• Mangonia Park Tri-Rail</li> <li>• Palm Beach State College</li> <li>• Gardens Medical Center</li> <li>• Gardens Mall</li> </ul>	<ul style="list-style-type: none"> <li>• Useful for employees and residents traveling to Cross County Plaza</li> <li>• Provides a link to Mangonia Park Tri-Rail and destinations to the north</li> </ul>	Hourly
Route 40	Okeechobee Boulevard corridor (north of district)	<ul style="list-style-type: none"> <li>• WPB Intermodal Transit Center</li> <li>• Western Plaza</li> <li>• Home Depot</li> <li>• Lowe's</li> <li>• Wellington Regional Medical Center</li> <li>• Mall at Wellington Green</li> <li>• Palms West Hospital</li> <li>• Glades Health Center</li> </ul>	<ul style="list-style-type: none"> <li>• Access to jobs, services, and medical destinations west of the district</li> <li>• Regional connection along the SR 80 corridor</li> </ul>	Every 30 mins
Route 43	Okeechobee Boulevard corridor	<ul style="list-style-type: none"> <li>• Cross County Plaza</li> <li>• WPB Tri-Rail</li> <li>• WPB Intermodal Transit Center</li> <li>• Super Walmart</li> <li>• South University</li> <li>• Keiser University</li> <li>• Vista Center</li> <li>• Mall at Wellington Green</li> <li>• Wellington Regional Medical Center</li> </ul>	<ul style="list-style-type: none"> <li>• Strong option for workforce trips and regional travel along Okeechobee</li> <li>• <b>Connects Westgate to downtown connections,</b> Tri-Rail, education, and major west-county destinations</li> </ul>	Every 15 mins
Route 44	Belvedere Road / Southern Boulevard corridor (south of district)	<ul style="list-style-type: none"> <li>• Palm Beach Kennel Club</li> <li>• Palm Beach International Airport</li> <li>• CareerSource PBC</li> <li>• PBC Convention Center</li> <li>• Kravis Center</li> <li>• WPB Tri-Rail</li> <li>• WPB Intermodal Transit Center</li> <li>• Super Walmart</li> <li>• Vista Center</li> <li>• Keiser University</li> </ul>	<ul style="list-style-type: none"> <li>• Strong workforce route for airport, employment, and downtown related destinations</li> <li>• Also useful for residents traveling east toward downtown West Palm Beach connections</li> </ul>	Hourly

### 3. Implementation Structure

Phase 1 is organized into three implementation phases and five defined tasks. Each task supports activation across workforce, government, and residential channels.

#### Phase 1: Program Design and Setup

March – April 2026

##### Task 1 – Program Design, Framework & Setup

20% of Project Allocation

Create the outreach plan, enrollment system, incentive guidelines, and tracking tools needed to launch mobility programming district-wide.

**Activities include:**

- Identifying specific outreach channels (HR leads, administrators, property managers, leasing teams)
- Developing segment-specific engagement materials
- Structuring pilot formats and enrollment pathways
- Establishing incentive eligibility & workflow
- Building participation tracking framework
- Developing activation calendar through September

##### Task 2 – Reporting, Measurement & Strategic Alignment

10% of Project Allocation

Track participation, monitor incentive use, and provide structured updates to the CRA throughout Phase 1.

**Activities include:**

- Monthly working meetings with CRA staff
- Participation and incentive utilization tracking
- Pilot performance analysis
- Midpoint progress summary (June/July)
- September Phase 1 performance report
- Year 2 scaling recommendations

## Phase 2: Engagement

May – September 2026

### Task 3 – Employer & Government Engagement

30% of Project Allocation

Work directly with employers and government institutions to introduce mobility options, enroll participants in structured trials, and explore commuter benefit opportunities.

#### Activities include:

- Leadership meetings at identified government anchors
- Outreach to 5–10 private employers
- Workforce mobility education sessions (in-person or virtual)
- Transit trial enrollment coordination
- Transportation benefit consultation
- Vanpool feasibility discussions where appropriate
- Ongoing follow-up to support participation and retention

### Task 4 – Residential Channel Engagement & Development Integration

15% of Project Allocation

Partner with multifamily properties and new development to introduce mobility programming to residents and support enrollment in available incentives and pilots.

#### Activities include:

- Meetings with multifamily property managers and leasing teams
- Development and distribution of a Mobility Welcome Kit
- Integration of mobility materials into leasing and onboarding processes
- Transit and incentive education for residents
- Coordination with Kennel Club Phase 1 development
- Developer engagement meetings to explore integration of mobility strategies into new and planned developments, including transit access, bicycle amenities, and mobility information for new residents.
- Resident enrollment and participation tracking

## Phase 3: Incentive & Pilot Deployment

June – September 2026

## Task 5 – Incentive & Pilot Program Administration

25% of Project Allocation

Administer e-bike vouchers and transit trial incentives, manage applications, issue awards, and track participant usage and outcomes.

### Activities include:

- E-bike voucher application review and award management
- Transit-first alternative coordination
- Structured pilot enrollment oversight
- Participant follow-up and engagement
- Usage tracking and behavior analysis

## 4. E-Bike Voucher Program Options

### Option 1: Standard Voucher Program (Single Amount)

Under this structure, all selected participants receive the same voucher amount toward the purchase of an e-bike.

#### Program Structure

- Residents and/or employees submit applications during a defined application period (typically 30 days).
- After the application period closes, a randomized selection process (raffle) is used to choose recipients from the pool of applicants.
- A predetermined number of vouchers are awarded to selected participants.

#### Example Funding Options

Program Structure	Participants	Voucher Amount	Safety Equipment	Total Per Participant	Estimated Program Cost
Standard Voucher	50	\$1,000	\$150	\$1,150	\$57,500
Standard Voucher	100	\$1,000	\$150	\$1,150	\$115,000

## Option 2: Tiered Voucher Program (Income-Based)

This model provides different voucher amounts based on income eligibility.

### Program Structure

- Applications are submitted during a 30-day application period.
- Applicants indicate income eligibility during the application process.
- Recipients are selected through a randomized selection process within each eligibility category.

### Example Funding Options

Program Structure	Participants	Voucher Amount	Safety Equipment	Total Per Participant	Estimated Program Cost
Tiered Voucher	50	\$500 / \$1,000	\$150	\$650 / \$1,150	\$45,000
Tiered Voucher	100	\$500 / \$1,000	\$150	\$650 / \$1,150	\$90,000

## Participation Allocation Options

The CRA may choose how vouchers are distributed among eligible groups.

### Option A: Workforce and Resident Split

- 50% of vouchers reserved for district workforce
- 50% reserved for district residents

This approach supports both commuting trips and local mobility.

### Option B: Resident Focused Program

- 100% of vouchers reserved for residents

This option prioritizes improving mobility access for people living in the district.

## Potential Funding Partnerships

WPBgo will explore opportunities to secure additional funding partners or grant matches to expand the e-bike voucher program and increase the number of vouchers available to district residents and workers.

While funding partnerships may increase the scale of the program, **additional funding is not guaranteed** and the final number of vouchers will depend on available program funding.

## 5. Transit Pass Program

### Transit Pass Distribution

Transit passes may be distributed through multiple channels to reach both employees and residents.

Passes may include Palm Tran bus passes and Tri-Rail passes, depending on commuter needs and availability.

**Transit passes will be available for free while supplies last.** Once program-funded passes have been distributed, additional passes may be made available through a subsidized option of up to \$70 per Palm Tran bus pass and up to \$110 per Tri-Rail monthly pass.

Participants receive one 1-month unlimited pass, which can be used anytime within a 3-month eligibility window.

### Example Funding Options

Program Type	Participants	Cost Per Pass	Estimated Program Cost
Palm Tran Bus Passes	75	\$70	\$5,250
Tri-Rail	25	\$110	\$2,750
Mixed Program (75 Bus / 25 Tri-Rail)	100	\$70 / \$110	\$8,000

### Possible distribution pathways include:

#### Employer Distribution

- Employers distribute passes to participating employees enrolled in commuter trials.

#### Residential Distribution

- Multifamily leasing offices
- Property managers
- Mobile home park clubhouses
- Community engagement events

## 6. Budget Summary

### Section 1: Program Administration (WPBgo Services)

This section outlines the professional services provided by WPBgo to design, manage, and implement the district mobility program.

Phase	Task	Timeline	% of Project Time	Budget Allocation	Core Focus
Phase 1	<b>Task 1 – Program Design, Framework &amp; Setup</b>	March – May 2026	20%	\$15,000	Build the operational structure: outreach channels, pilot design, incentive workflow, tracking system, activation calendar
	<b>Task 2 – Reporting, Measurement &amp; Strategic Alignment</b>	March – September 2026	10%	\$7,500	Monthly working meetings, participation tracking, pilot analysis, midpoint & final reporting, Year 2 roadmap
Phase 2	<b>Task 3 – Employer &amp; Government Engagement</b>	May – September 2026	30%	\$22,500	Leadership meetings, commuter sessions, transit trials, benefit consultation, vanpool feasibility, workforce retention strategy
	<b>Task 4 – Residential Channel Engagement &amp; Development Integration</b>	May – September 2026	15%	\$11,250	Multifamily engagement, Mobility Welcome Kit, leasing integration, Phase 1 development onboarding, resident enrollment
Phase 3	<b>Task 5 – Incentive &amp; Pilot Program Administration</b>	June – September 2026	25%	\$18,750	E-bike voucher deployment, transit-first alternatives, pilot enrollment, follow-up tracking, behavior conversion analysis
			<b>100%</b>	<b>\$75,000</b>	

## Section 2: Incentive & Program Implementation Costs

In addition to program administration services, the CRA may allocate funding for direct program incentives and implementation expenses. These costs are separate from WPBgo service fees and may vary depending on program design and participation levels.

### Potential Implementation Cost Categories

Program Element	Description	Estimated Cost
<b>E-Bike Voucher Program</b>	25–30 e-bike vouchers (\$1,000 each) + \$150 for helmet and lock per participant	\$35,000

## 7. Collaboration Structure

### Monthly Working Meetings:

**Cadence:** Once per month (60 minutes)

**Participants:** CRA Executive Director + designated staff + WPBgo Program Lead

**Purpose:**

- Review participation metrics
- Review incentive utilization
- Discuss employer and residential engagement progress
- Identify barriers or opportunities
- Approve adjustments if needed

### Quarterly Strategy Checkpoints:

**April (Setup Review)**

Confirm outreach channels, activation calendar, incentive structure.

**June/July (Midpoint Review)**

Review participation rates, incentive uptake, and pilot engagement.

**September (Phase 1 Review)**

Present performance summary and Year 2 recommendations.

## Defined Roles & Responsibilities

### Westgate CRA

- Strategic direction and policy alignment
- Funding allocation approval
- Stakeholder introductions (as needed)
- Public positioning and visibility support

### WPBgo

- Program design and execution
- Employer and residential activation
- Incentive administration
- Data tracking and reporting
- Structured follow-up and retention

### Employers & Property Partners

- Voluntary participation
- Communication access to workforce/residents
- Light-touch integration into onboarding

**EXHIBIT "A"**  
**SCOPE OF WORK**

#7767714 v1 26504-00001



**WORK ASSIGNMENT  
FOR CONSULTING SERVICES**

**Schmidt Nichols Landscape Architecture & Urban Planning**

DATE: April 13, 2026

WORK ASSIGNMENT #1 FOR PROFESSIONAL CONSULTING SERVICES

CRA PROJECT BUDGET CODE: Technical Assistance

CRA PROJECT NAME: Planning & Feasibility Studies

This Work Assignment, when executed, shall be incorporated in and shall become an integral part of the Agreement.

Title: Technical Assistance for Planning Services

- I. **PROJECT DESCRIPTION:** Due diligence and conceptual site planning services to support a planning-level redevelopment program for the Cross County Mall site that integrates mass transit. The consultant will conduct land development code research, stakeholder outreach, and site planning due diligence to prepare a conceptual master block and massing plan for the site that identifies parking, open space, civic space, frontage treatments, and related graphics.
- II. **SCOPE OF SERVICES:** The services shall be in accordance with the attached Proposal for Services, which is incorporated herein.
- III. **BUDGET:**                      Task 1: \$ 7,000.00  
  Task 2: \$20,000.00
- IV. **COMPLETION DATE:**        September 30, 2026

This Work Assignment is approved and payment shall be made subject to the CRA's acceptance of the services associated with the Work Assignment. If the CRA in its sole discretion is unsatisfied with the services provided in the previous phase or service authorization, the CRA may terminate this Work Assignment without incurring any further liability. The CONSULTANT shall not commence the Work Assignment until the CRA issues a Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have executed this Work Assignment Agreement the day and year first above written.

**WITNESSES:**

**CRA:**  
Westgate/Belvedere Homes  
Community Redevelopment Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public - State of Florida

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**WITNESSES:**

**CONSULTANT:**

\_\_\_\_\_  
(Name Printed or Typed)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name Printed or Typed)

\_\_\_\_\_  
(Name Printed or Typed)

\_\_\_\_\_  
Signature

(Corporate Seal)

**COUNTY OF** \_\_\_\_\_

**STATE OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public - State of Florida

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

## Professional Services Agreement

**Date:** April 8, 2026

**Name of Project:** 717.06c Westgate CRA – Cross County Mall

**Client Name:** Mr. Elizee Michel, Executive Director, Westgate/Belvedere Homes CRA  
Mrs. Denise Pennell, Senior Planner, Westgate/Belvedere Homes CRA

**Client Address:** 1280 N Congress Ave. Suite 215  
West Palm Beach, FL 33409

**Phone Number:** (561) 640-8181

**Email Address:** [emichel@pbcgov.org](mailto:emichel@pbcgov.org)  
[dpennell@pbcgov.org](mailto:dpennell@pbcgov.org)

**Type of Project:** Due Diligence / Code Research

**Brief Description:** The Westgate CRA has requested due diligence services for the Cross County Mall site located at 1870 N. Military Trail and 4340 Okeechobee Blvd. This site is geographically situated in a prime location for redevelopment of mixed use and multimodal opportunities. It is our understanding that WCRA would like to explore these opportunities and create a predictable development scenario that would be utilized to attract developers to the property and to the WCRA. The first part of this effort will be to conduct stakeholder meetings and consultants team meetings to gain input from the multimodal and mass transit agencies that could utilize the site as a hub. The next step will be to analyze the current Zoning Code and Comprehensive Plan to yield a development scenario which highlights the flexible and generous form-based zoning code that WCRAO has established for redevelopment. The efforts within the task below will be utilized to create a site plan and renderings in future phases of the project as marketing tools.

**Task 1 – Due Diligence:** At the direction of the WCRA staff, research and analyze the Comprehensive Plan and Unified Land Development Code to pull applicable sections as they relate to redevelopment of the subject site. This research will also be utilized in developing a detailed list of ULDC or comp plan that either helps or hinders redevelopment on this scale and for this property to ensure those gaps are filled to attract developers to the site. Attend stakeholder meetings (3) to discuss project goals and understand needs for the area and future plans for multimodal hub. This research will then be used in consultant team meetings as the space/master planning efforts commence. Meet with outside agencies as applicable including but not limited to PBC MPO. **Estimated Hourly Budget: \$7,000.00**

**Task 2 - Site Planning:** Upon completion of the due diligence, code/comp plan analysis, and stakeholder input our office will begin developing a master/site plan for the subject site to include building blocks, internal circulation, landscape buffers, open space, civic space, relation to the ROW frontages, and coordination with the multi-modal transportation hub. Our office will prepare draft plans for review by the stakeholder team, prepare presentations as applicable, and color site plans of the final redevelopment plan. This task will also include graphics relating to massing models of the buildings for discussion purposes (height, space, shadows, streetscape continuity) but will not include architectural facades or similar features. **Estimated Hourly Budget: \$20,000.00**

Client Name: Westgate CRA  
Project Name: 717.06c Westgate CRA- Cross County Mall  
Project Type: Due Diligence / Master Planning  
Date: March 25, 2026  
Page: 2 of 2

**Fee Estimate:** The estimate the time needed to complete this task equates to an hourly not-to-exceed budget of **\$27,000.00** plus reimbursable expenses.

<b>Hourly Rates:</b>	Principal	\$175.00	Designer	\$100.00
	Sr Landscape Architect	\$125.00	Drafting	\$75.00
	Planner	\$135.00	Admin	\$55.00

**Reimbursable:** Photography/ Reproduction/ Printing/Mileage/Color Graphics

**Payment:** Payment for all services rendered is required within thirty (30) days of receipt of billing statement. If the project described in this contract is for any reason terminated or delayed beyond a reasonable time. Jon Schmidt reserves the right to bill and be paid for that portion of the documents and services that have been completed.

In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate collection activity to enforce the compensation provision of the Agreement. Consultant is entitled to collect any costs of collection, including but not limited to judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant in connection with the collection of any amount due under the Agreement"

**Acceptance:**

If the terms of this additional work agreement are acceptable, please have an authorized representative of the client sign one (1) copy and return it to our attention.

Accepted by: \_\_\_\_\_  
Jon E. Schmidt, President

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**WORK ASSIGNMENT  
FOR CONSULTING SERVICES  
Kimley-Horn and Associates, Inc.**

DATE: April, 13, 2026

WORK ASSIGNMENT #4 FOR PROFESSIONAL CONSULTING SERVICES

CRA PROJECT BUDGET CODE: Technical Assistance

CRA PROJECT NAME: Planning/Engineering Studies

This Work Assignment, when executed, shall be incorporated in and shall become an integral part of the Agreement.

Title: Cross County Plaza Due Diligence

- I. **PROJECT DESCRIPTION:** To support a planning-level site design and redevelopment program for the Cross County Plaza site, Kimley-Horn will provide a traffic performance assessment, conceptual roadway and traffic engineering design assistance, limited civil engineering to address stormwater storage needs and utilities, field services to identify existing vegetation, and coordination meetings.
  
- II. **SCOPE OF SERVICES:** The services shall be in accordance with the attached Proposal for Services, which is incorporated herein.
  
- III. **BUDGET:**
  - Task 1: \$15,000.00
  - Task 2: \$ 6,000.00
  - Task 3: \$18,000.00
  - Task 4: \$12,500.00
  - Task 5: Hourly not to exceed \$10,000 without CRA authorization
  
- IV. **COMPLETION DATE:** October 1, 2026

This Work Assignment is approved and payment shall be made subject to the CRA's acceptance of the services associated with the Work Assignment. If the CRA in its sole discretion is unsatisfied with the services provided in the previous phase or service authorization, the CRA may terminate this Work Assignment without incurring any further liability. The CONSULTANT shall not commence the Work Assignment until the CRA issues a Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have executed this Work Assignment Agreement the day and year first above written.

**WITNESSES:**

**CRA:**  
Westgate/Belvedere Homes  
Community Redevelopment Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
 Printed Name:

\_\_\_\_\_  
 Printed Name:

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ (name of person acknowledging).

(Notary Seal)

\_\_\_\_\_  
 Signature of Notary Public - State of Florida

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**WITNESSES:**

**CONSULTANT:**

\_\_\_\_\_  
 (Name Printed or Typed)

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 (Name Printed or Typed)

\_\_\_\_\_  
 (Name Printed or Typed)

\_\_\_\_\_  
 Signature

(Corporate Seal)

**COUNTY OF** \_\_\_\_\_

**STATE OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ (name of person acknowledging).

(Notary Seal)

\_\_\_\_\_  
 Signature of Notary Public - State of Florida

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**WORK ASSIGNMENT #4 – CONSULTING SERVICES  
BY  
KIMLEY-HORN AND ASSOCIATES, INC.  
FOR  
WESTGATE COMMUNITY REDEVELOPMENT AGENCY**

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**SCOPE OF SERVICES**

**TASK 1: TRAFFIC PERFORMANCE STANDARDS DUE DILIGENCE**

Kimley-Horn will perform a conceptual traffic assessment to support planning-level site design for the CRA regarding the Cross County Plaza site, an approximately +/- 44 acre site generally bounded by Okeechobee Boulevard to the north, Military Trail to the west, Westgate Avenue to the south, and Donnell Road to the east, based on anticipated development patterns (e.g., generalized blocks, land use assumptions, and order-of-magnitude intensity). This effort is intended to evaluate potential transportation system impacts and general consistency with Palm Beach County Traffic Performance Standards (TPS) outlined in Article 12 of the Unified Land Development Code. No formal traffic study submittal is included as part of this task.

The following services will be performed under this Task:

- Estimate trip generation for conceptual development scenarios (assumed to be a mix of residential and retail components) including proposed density assumptions using:
  - Trip generation rates published by the Palm Beach County Traffic Division or by the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual, Twelfth Edition*
- Allocate trips within the CRA boundary and within the projects radius of developmental impact (RDI) based on anticipated block-level development patterns and generalized land use distributions.
- Develop planning-level traffic distribution of trips based on the conceptual site framework and expected travel patterns
- Conduct AM peak period (7:00 – 9:00 AM) and PM peak period (4:00 – 6:00 PM) turning movement volume counts at up to six (6) major intersections near the project to support planning-level analysis
- Develop planning-level future traffic volume projections using:
  - Palm Beach County Transportation Planning Agency (TPA) published roadway volume tables
  - Historic growth rate data and committed development traffic volume data published by the Palm Beach County Traffic Division

- Review adopted 5-year work programs and long-range cost-feasible plans to identify planned and/or programmed transportation system improvements within the projects RDI
- Perform a conceptual evaluation of roadway segments and facilities consistent with the intent of Article 12 (TPS), including identification of potentially impacted facilities and a general assessment of future operating conditions relative to LOS standards (Test 1 framework)
- If warranted based on planning-level findings, perform a conceptual “interim phase” assessment to understand potential phasing considerations for development and associated transportation improvements
- Qualitatively evaluate multimodal considerations included as part of the site plan design or on adjacent roadway links, including Palm Tran, Tri-Rail, Brightline, and pedestrian and bicycle facilities, in the context of the conceptual site layout
- Discuss conceptual strategies and potential mitigation approaches that could support consistency with TPS standards, including network connectivity, potential new roadway segments or extensions, access concepts, and/or multimodal considerations

All analyses under this task will be conducted at a conceptual, planning-level to inform site planning and coordination and are not intended to support formal traffic study submittals, development approvals, or formal concurrency determinations.

Other than the turning movement counts specified above, it is assumed that all other data required for analysis will be available from Palm Beach County and/or the Florida Department of Transportation (FDOT). Should additional data collection be required, it will be performed under separate authorization for an additional fee.

## **TASK 2 – CONCEPTUAL ROADWAY AND TRAFFIC DESIGN ASSISTANCE**

Kimley-Horn will coordinate with the project design team on conceptual site design, including reviewing and providing input on the location and configuration of parking layouts, internal site vehicular circulation and design, and configuration of passenger pick-up/drop-off areas.

Additional coordination will include review of site access, driveway locations, and connectivity to the surrounding roadway network, including the potential need for new roadway segments, roadway extensions, or modifications to existing roadways. Input will also be provided on intersection spacing and control, access management, emergency access, and overall site circulation to support anticipated development.

Conceptual recommendations will also consider vehicle maneuverability within the site, including turning movements for passenger vehicles, service/delivery vehicles, and emergency vehicles, as appropriate. Up to three (3) Autoturn maneuverability exhibits can be prepared as part of this task.

Conceptual recommendations may also address multimodal considerations, including pedestrian, bicycle, and transit accommodations, as well as general site layout considerations necessary to support safe and efficient traffic operations.

All services are conceptual in nature and do not include preparation of construction plans, detailed engineering design, or permitting support.

### **TASK 3 – LIMITED CIVIL DUE DILIGENCE**

Kimley-Horn will perform a limited due diligence review consisting of the civil engineering and site planning tasks specifically stated below. The analysis will be limited to the research practical given the scope, budget, and schedule. Kimley-Horn will review any readily available documents in order to obtain the information below.

- General Site Information
  - Location Map
  - Property Appraiser’s Map
  - FEMA FIRM Panel
  - Soil Series Map
  - Aerial Map
- Existing Site Physical Conditions
  - Narrative
  - Site Photo Log
- Parking Information and Requirements
- Roadway Information and Requirements
- Utility Information and Fees
  - Water Map
  - Sewer Map
  - Franchise Utility Information
- Stormwater Information and Requirements
- Preliminary List of Jurisdictional Agency Permits Required

Kimley-Horn will acquire and review available records of existing public utility and drainage infrastructure, and private utilities present within the proposed development site or in adjacent public rights-of-way. We anticipate the available records to include Palm Beach County GIS maps and as-builts from previous projects in the vicinity, and miscellaneous private utility sketches, maps, or as-builts, and permit records, Palm Beach County Water Utilities, South Florida Water Management District (SFWMD), or the Lake Worth Drainage District (LWDD). This task includes correspondence and meetings with public agency staff and with private utility provider staff to supplement records provided. Kimley-Horn will prepare a base infrastructure map illustrating the location of known overhead and underground utilities and drainage infrastructure relative to the proposed development site. Kimley-Horn also will inquire with Palm Beach County Water Utilities staff about the condition and available capacity of City infrastructure in order to identify potential needs for offsite utility improvements.

Kimley-Horn will complete up to one (1) preliminary stormwater system evaluation. The evaluation will be preliminary and sufficient in nature to determine the proposed stormwater areas, based on the limited topographic and soil information, to meet stormwater requirements per SFWMD and LWDD. Detailed/permit level storm sewer and pond analysis are not included.

### **TASK 4 – TREE DISPOSITION PLAN**

Kimley-Horn will use field observations to produce a plan that indicates existing tree locations keyed to a chart that describes species, height, Diameter at Breast Height (DBH), canopy spread and condition. This plan will tabulate trees to remain, to be removed, and/or to be relocated based on condition assessment done in the field. Kimley-Horn will provide notes and

details to support the trees' disposition, and in accordance with code requirements, as well as mitigation calculations. It is assumed that no survey is to be provided or prepared at this stage of the project. Kimley-Horn will use aerial imagery and readily available parcel data to create a base map for tree locations. Existing shrub and groundcovers are not included in this overall assessment. Kimley-Horn will meet with the Client to understand expectations prior to the field assessment to stay aligned with the project goals. After visiting the site and compiling the data, Kimley-Horn will meet with the client to review tree conditions and advise on any specimen trees or considerations for trees in the conceptual site planning process. Kimley-Horn will conduct a total of two (2) site visits as part of this task: one (1) initial site visit to the initial plan production efforts and one (1) additional site visit, if necessary, to address revisions based on input and Client and project team feedback.

## **TASK 5 – MEETINGS / CONFERENCE CALLS**

Kimley-Horn will prepare for and attend internal project team meetings and conference calls associated with the project, as requested by the CRA. Meetings and conference calls are expected to be held periodically to review design considerations and coordinate with project staff. This task assumes preparation for and participation in up to ten (10) internal meetings.

MG Contracting LLC

4468 Gun Club Road  
 West Palm Beach, FL 33406  
 Email: markgiannetti@bellsouth.net  
 Cell: 561-248-5990

# Invoice

Date	Invoice #
3/25/2026	5989

<b>Bill To</b>
WESTGATE CRA BELEVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY 1280 N. CONGRESS AVE SUITE#215 WEST PALM BEACH, FL 33409

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	BELVEDERE HEIGHTS STREET LIGHTING REPAIR FROM STOLEN WIRER		
	STREETS TO REPAIR WIRER		
	1. UPLAND ROAD ( 390' )		
	2. AROMORE ROAD ( 525' )		
	3. KENWOOD ROAD ( 545' )		
	4. WHITNEY ROAD ( NONE )		
	5. WORTHINGTON ROAD ( APX 1610' )		
	6. WELLINGTON ROAD ( APX 1540' )		
	7. LONGWOOD ROAD ( APX 1945' )		
	8. BRIDGEMAN ROAD ( APX 1285' )		
	9. FLORIDA MANGO ( APX 1650' )		
	TOTAL OF 9500' X 3 (WIRERS TO EACH LIGHT) GRAND TOTAL 28,500'		
	#6 WIRE		
28,500	TOTAL LABOR AND MATERIALS TO INSTALL 28,500' OF #6 WIRE	3.50	99,750.00
1	TOTAL MATERIALS FOR WATER PROOF CONNECTORS ( 170 CONNECTORS ) AND ADDITIONAL MATERIALS	5,802.00	5,802.00
		<b>Total</b>	\$105,552.00

MG Contracting LLC

4468 Gun Club Road  
 West Palm Beach, FL 33406  
 Email: markgiannetti@bellsouth.net  
 Cell: 561-248-5990

# Invoice

Date	Invoice #
3/25/2026	5990

<b>Bill To</b>
WESTGATE CRA BELEVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY 1280 N. CONGRESS AVE SUITE#215 WEST PALM BEACH, FL 33409

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
106	BELVEDERE HEIGHTS STREET LIGHTING BOX INSTALLATION OF LOCKS  APPROXIMATELY 106 BOXES TO INSTALL 2 LOCKS PER-BOX 1. CHANGE BOX NUT 2. CORE HOLE IN LID TO 1 1/8" FOR LOCK 3. INSTALL NEW LOCK  TOTAL ESTIMATE PER BOX ( PRICE MIGHT CHANGE WAITING ON ONE PART PRICE )	688.00	72,928.00
<b>Total</b>			\$72,928.00