

PROJECT DESCRIPTION

Westgate Terrace

March 7, 2024

Revised: April 2, 2024

REQUEST:

Danza of Westgate has prepared this application to *request 3.2 million in RFP funds* for a 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 Westgate Belvedere Homes CRA has entered into a development agreement with Danza of Westgate to plan and construct apartments that area residents can afford. Westgate contracted with Arc Development Global, LLC (Agent) to prepare this document. The proposed project will be a 46-Unit residential Multi-Family (Rental) development, with 4,000 SF of Professional Offices (Future Westgate CRA Office) and 4,015SF of Medical or Dental Office. The project will 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 and to the Westgate Corridor. *See Sources and Uses of Funds Below:*

SOURCES AND USES OF FUNDS					
SOURCES		Amount	Int Rate	Term	Debt Service
1st	FHA	\$ 14,046,033	6%	40 years	(<i>\$933,520.93</i>)
2nd	PB County	\$ 3,147,739	0%	40 years	(Based on Cash Flow)
n/a	cash	\$ 3,063,018	n/a	n/a	n/a
n/a	resid. Land value	\$ 1,000,000	n/a	n/a	n/a
Total		\$ 21,256,790			(<i>\$933,520.93</i>)
USES					
Item					
Construction/Commercial	\$1,430,943.20				
Construction/Housing	\$16,455,846.80				
A/E	\$600,000.00				
Acquisition	\$555,000.00				
Residual Land Value	\$1,000,000.00				
Fees	\$75,000.00				
Capitalized Interest	\$300,000.00				
Soft Costs	\$440,000.00				
Contingency	\$400,000.00				
Total	\$21,256,790.00				

PROJECT ELIGABILITY:

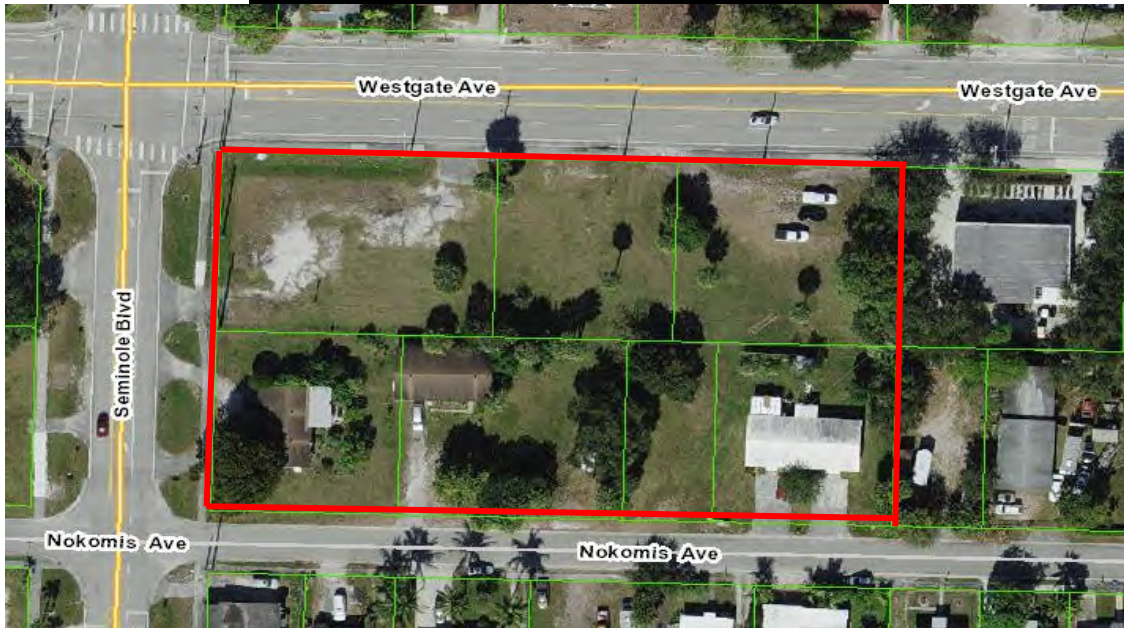
- ❖ Westgate Terrace consists of a 3-Story Mixed-Use Building with Apartments, a Government Office, and a Medical Office
- ❖ The project is new construction of Multi-Family Residences & will increase County’s Workforce Housing inventory.
- ❖ All Rental Units will be at a rental rate greater than 50% AMI and Lower than 120% AMI.
- ❖ All County Assisted Units through this RFP will be **in addition** to the existing 9 WFH unit obligation required for this project through Planning & Zoning. Therefore, there are a total of 37 Units to be funded through this RFP. The 3.2 M requested divided by the thirty-Seven (37) units funded will equate to \$86,486 per additional workforce Housing unit funded through this RFP.

- ❖ All the rental units and rental rates are targeted towards a workforce economic population such as teachers, first responders, government employees, hospitality staff, and others that are consistently priced out of new housing developments in Palm beach County.

PROJECT DESCRIPTION & ZONING COMPLIANCE:

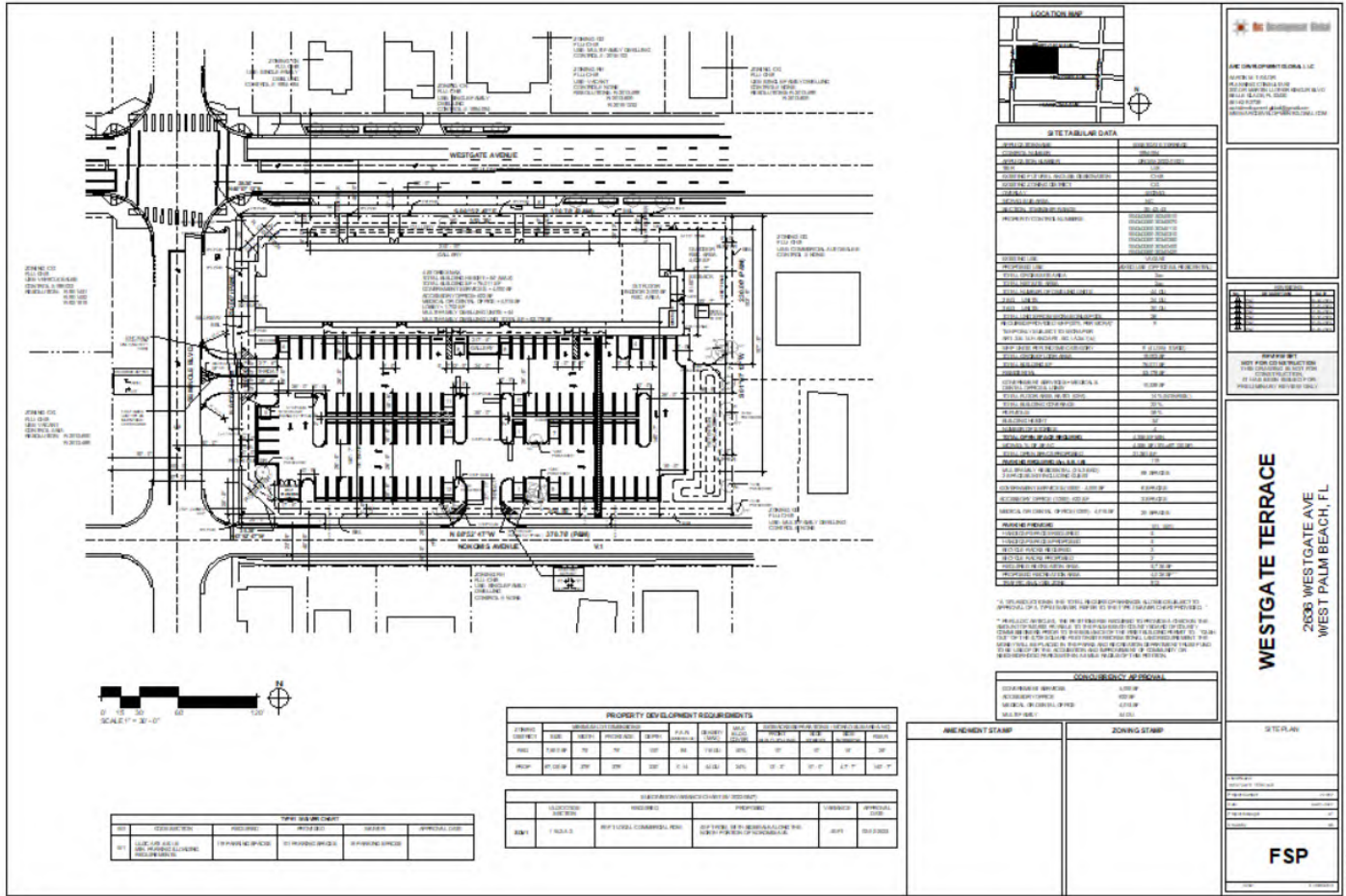
Westgate Terrace consists of seven (7) separate, but contiguous lots totaling two acres. The property is Zoned General Commercial (CG) with a Future Land Use (FLU) of CH/8. There are no previous Zoning Site Plan approvals or Resolutions any of the properties. The subject property is located within the Westgate Corridor Overlay, Westgate CCRT Area, and is located within the Urban Redevelopment (URA) Planning Study Area. Currently four (4) of the seven (7) lots are vacant and the remaining three (3) lots have already vacated 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 & PCNs



Project Property Control Numbers	
<u>1</u>	<i>00434330030340010</i>
<u>2</u>	<i>00434330030340070</i>
<u>3</u>	<i>00434330030340110</i>
<u>4</u>	<i>00434330030340310</i>
<u>5</u>	<i>00434330030340350</i>
<u>6</u>	<i>00434330030340400</i>
<u>7</u>	<i>00434330030340420</i>

As stated, the property is located within the Westgate Belvedere CRA District. Danza of Westgate has a development agreement with the CRA to develop and build 46 apartments and 2 commercial offices. Danza has already purchased a portion of the property and the remaining portion will be turned over to them by the CRA when County Zoning and Planning review is completed in the next thirty (30) days. The physician's office will bring medical care to an area that is underserved. The apartments will bring workforce level and moderately priced housing to an area greatly lacking quality housing. This project has been in the Palm Beach County Planning and Zoning review process since August of 2022. Project Readiness has been provided in the Site Plan and Chart below:



<u>Municipal Process</u>	<u>Status</u>	<u>Additional Information</u>
Zoning Approval	Pending	In Final Review – Estimated 30 Days to Approval
Plat Approval	Pending	In Final Review – Pending Zoning Approval
Traffic TPS	Complete	Approved
SCAD	Complete	Approved
Restrictive Covenant	Complete	To be recorded at the Palm Beach County Clerk's Office upon Zoning Approval
Building Permit	Not Complete	Construction Documents will begin upon Final Zoning Approval.

SURROUNDING EXISTING LAND USES:

<u>Direction</u>	<u>Adjacent Use</u>	<u>Zoning Designation</u>	<u>Future Land Use</u>
North	Commercial	General Commercial (CG)	Commercial High (CH/8)
South	Residential (Single Family Dwelling)	General Commercial (CG)	Commercial High (CH/8)
East	Residential (Single Family Dwelling)	General Commercial (CG)	Commercial High (CH/8)
West	Commercial	General Commercial (CG)	Commercial High (CH/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 46 residential Multi-Family Units with Professional Office and Professional 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 vacant existing Residential Dwellings that will be demolished at time of construction of the proposed 46-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 46-Unit Multi-Family Mixed-Use Development adheres to the provision and guidelines stipulated therein. There are no prohibitions for the Professional Office Use, the Professional Medical/Dental Office Use, or the Multi-Family Use. The 46 Residential Multi-Family Units exceeds the standard 16 residential density allowed. Therefore, the additional 30 residential multi-family units will come from the WCRAO Density Bonus Pool. The requested additional density of 30 (15-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.

DENSITY AND WORKFORCE HOUSING:

The proposed Mixed-Use project will consist of 46 residential multi-Family residential units. The 46 units were calculated as follows:

FLU Density

Acreage for all 7 parcels = 2 acres.

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

WCRAO DBP Units

Upon WCRA approval of 30 units, per Article 3, 20% of total project required as on site affordable and WHP units, 46 units x 20% = 9.2 or **9 units**.

- ❖ 9 units x a maximum of 40% or a minimum of 10% = **3 units** restricted at **WHP Low Income** category (60%-80% MFI) **1 unit** restricted at **WHP Low Income** category (60%-80% MFI) dependent upon project income mix.
- ❖ 10 units x 10% = **1 unit** restricted at **WHP Moderate 1 Income** category (>80-100% MFI)
- ❖ The remaining **4 units** restricted as **WHP Moderate 1 Income** category (>80-100% MFI)

<u>WCRAO WFH Breakdown</u>		
	<u>Number of WCRAO WFH Units per Income Category</u>	<u>Income Category</u>
1	4 – Low Income WFH	60% - 80% MFI
2	5 – Moderate 1 Income	80% - 100% MFI

Workforce Housing Obligation:

Total units 46
Total units from WCRA Bonus Pool 30
Total WHP required (20% per WCRA) * 9
Total WHP provided 9

WHP units per income category:

***WHP only subject to WCRA per Art. 3.B.14.H and Art. 5.G.1.A.2.d.1)b).**

DEVELOPMENT RENTAL BREAKDOWN:

RENT SCHEDULE		Residential: Unit mix 26 two bedroom and 20 three bedroom,		Commercial: 2 Units, 5,200 s/f each	
County Assisted					
Bedroom size	number	sq footage per unit	% AMI	rent pr unit	Total Mos. Rental
2 bedroom	9	998	120%	\$ 2,631.00	\$ 23,679.00
2 Bedroom	8	1075	122%	\$ 2,675.00	\$ 21,400.00
3 bedroom	10	1310	120%	\$ 3,039.00	\$ 30,390.00
3 Bedroom	10	1310	122%	\$ 3,100.00	\$ 31,000.00
Total (mos)	37				\$ 106,469.00
yearly total					\$ 1,277,628.00
Westgate WHP					
Bedroom size	Column1 number	Column2 sq footage per unit	Column3 %AMI	Column4 rent pr unit	Column5 Total Mos. Rental
2 bedroom	5	998	80%-100% of med.	\$ 2,193.00	\$ 10,965.00
2 bedroom	4	998	60%-80% of med	\$ 1,754.00	\$ 7,016.00
Total (mos)	9				\$ 17,981.00
yearly total					\$ 215,772.00
Total Yearly Residential Rental Income					\$ 1,493,400.00
Commercial Rents					
CRA Offices		5200		\$ 18.00	\$93,600.00
Other Commercial		5200		\$ 21.00	\$109,200.00
Total Commercial					\$202,800.00
TOTAL RENT REVENUE YEAR 1					\$1,696,200.00

37 County Assisted Units
: 19 at 120% AMI: 9 two bedroom units and 10 three bedroom units
18 at 122% AMI: 8 Two bedroom and 10 three bedroom based on Market

9 Two-Bedroom Units per
Westgate Obligation 5 at 100% AMI 4
at 80% AMI

Need for County Assisted Funding for WFH Developments:

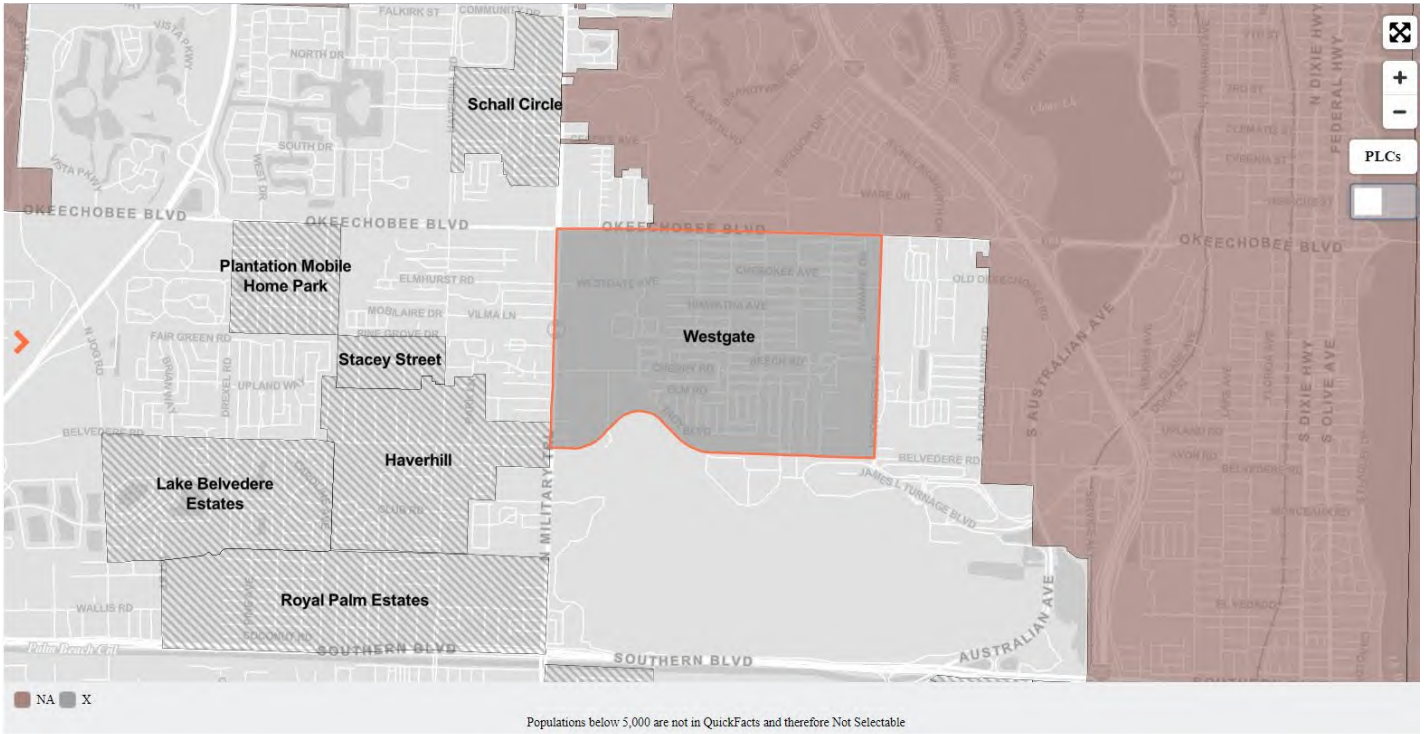
- ❖ *Affordable workforce housing multi-family development projects requires a deep subsidy for any multi-family development to be feasible for the following reasons:*
- ❖ The Westgate Terrace project will be located in the Westgate Corridor Overlay Area of Unincorporated Palm Beach County, which is an economically underserved area. Westgate has limited access to public transportation and an average household median income less than most other areas of Palm Beach County.
- ❖ The factors mentioned above result in a historically lower market rent than other portions of Palm Beach County. At the same time the high cost of land in the area increases development cost.
- ❖ Other factors such as the recent rapid rise in construction costs and interest rates have an even greater effect on a developer to construct Affordable/WFH at rental rates that can sustain the Development.

HUD FHA Financing Discussion

The primary financing for this project is intended to be provided through the HUD 221 d 4 (FHA) Program. The favorable terms include a 40-year self-amortizing loan with a current 6% interest rate. This keeps the project's monthly payments to a minimum. However, HUD 221 d 4 financing comes with certain restrictions that are not consistent with the terms specified in the RFP for the Palm Beach County Housing Bond Loan Program (HBLP) Workforce or Affordable Housing Multifamily Development. While the HBLP Program is limited to a 20-year term, HUD FHA financing does not allow secondary financing for a term shorter than its 40-year term. Furthermore, the HUD FHA financing requires that secondary financing be paid only from "surplus cash" (cash flow after expenses). "Hard" or "must pay" debt is not permitted as long as the HUD FHA Financing is in place.

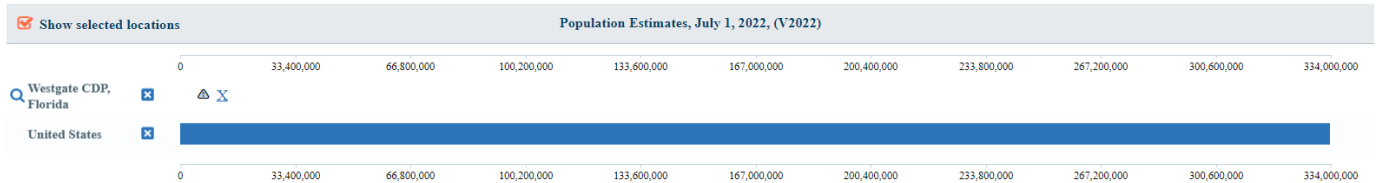
In these scenarios unpaid secondary financing accumulates until the project can start making payments or at the end of 40 years whichever is first. One could also envision that in the event of a sale or refinancing the mortgages that the full debt to be paid off.

Census Tract Information



Census Map

Chart



QuickFacts
Westgate CDP, Florida; United States

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

Table

All Topics	Westgate CDP, Florida	United States
Population Estimates, July 1, 2022, (V2022)	X	333,287,557
PEOPLE		
Population		
Population Estimates, July 1, 2022, (V2022)	X	333,287,557
Population Estimates, July 1, 2021, (V2021)	X	332,031,554
Population estimates base, April 1, 2020, (V2022)	X	331,449,520
Population estimates base, April 1, 2020, (V2021)	X	331,449,520
Population, percent change • April 1, 2020 (estimates base) to July 1, 2022, (V2022)	X	0.6%
Population, percent change • April 1, 2020 (estimates base) to July 1, 2021, (V2021)	X	0.2%
Population, Census, April 1, 2020	8,435	331,449,281
Population, Census, April 1, 2010	7,975	308,745,538
Age and Sex		
Persons under 5 years, percent	9.2%	5.7%
Persons under 18 years, percent	31.9%	22.2%
Persons 65 years and over, percent	6.8%	16.8%
Female persons, percent	49.4%	50.5%
Race and Hispanic Origin		
White alone, percent	41.2%	75.8%
Black or African American alone, percent (a)	21.6%	13.6%
American Indian and Alaska Native alone, percent (a)	0.7%	1.3%
Asian alone, percent (a)	4.2%	6.1%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.8%	0.3%
Two or More Races, percent	17.9%	2.9%
Hispanic or Latino, percent (b)	64.2%	18.9%
White alone, not Hispanic or Latino, percent	12.1%	59.3%
Population Characteristics		
Veterans, 2017-2021	48	17,451,290
Foreign born persons, percent, 2017-2021	42.3%	13.6%
Housing		
Housing units, July 1, 2021, (V2021)	X	142,153,010
Owner-occupied housing unit rate, 2017-2021	38.0%	64.6%
Median value of owner-occupied housing units, 2017-2021	\$184,500	\$244,900
Median selected monthly owner costs -with a mortgage, 2017-2021	\$1,219	\$1,697
Median selected monthly owner costs -without a mortgage, 2017-2021	\$379	\$538
Median gross rent, 2017-2021	\$1,220	\$1,163
Building permits, 2021	X	1,736,982
Families & Living Arrangements		
Households, 2017-2021	2,277	124,010,992
Persons per household, 2017-2021	3.93	2.60
Living in same house 1 year ago, percent of persons age 1 year+, 2017-2021	80.8%	86.6%
Language other than English spoken at home, percent of persons age 5 years+, 2017-2021	68.1%	21.7%
Computer and Internet Use		
Households with a computer, percent, 2017-2021	86.1%	93.1%
Households with a broadband Internet subscription, percent, 2017-2021	74.7%	87.0%

Education		
High school graduate or higher, percent of persons age 25 years+, 2017-2021	55.6%	88.9%
Bachelor's degree or higher, percent of persons age 25 years+, 2017-2021	5.4%	33.7%
Health		
With a disability, under age 65 years, percent, 2017-2021	6.9%	8.7%
Persons without health insurance, under age 65 years, percent	⚠ 42.5%	⚠ 9.8%
Economy		
In civilian labor force, total, percent of population age 16 years+, 2017-2021	72.2%	63.1%
In civilian labor force, female, percent of population age 16 years+, 2017-2021	65.8%	58.7%
Total accommodation and food services sales, 2017 (\$1,000) (c)	19,333	938,237,077
Total health care and social assistance receipts/revenue, 2017 (\$1,000) (c)	11,275	2,527,903,275
Total transportation and warehousing receipts/revenue, 2017 (\$1,000) (c)	364	895,225,411
Total retail sales, 2017 (\$1,000) (c)	732,032	4,949,601,481
Total retail sales per capita, 2017 (c)	NA	\$15,224
Transportation		
Mean travel time to work (minutes), workers age 16 years+, 2017-2021	22.4	26.8
Income & Poverty		
Median household income (in 2021 dollars), 2017-2021	\$41,069	\$69,021
Per capita income in past 12 months (in 2021 dollars), 2017-2021	\$14,094	\$37,638
Persons in poverty, percent	⚠ 30.3%	⚠ 11.6%

BUSINESSES

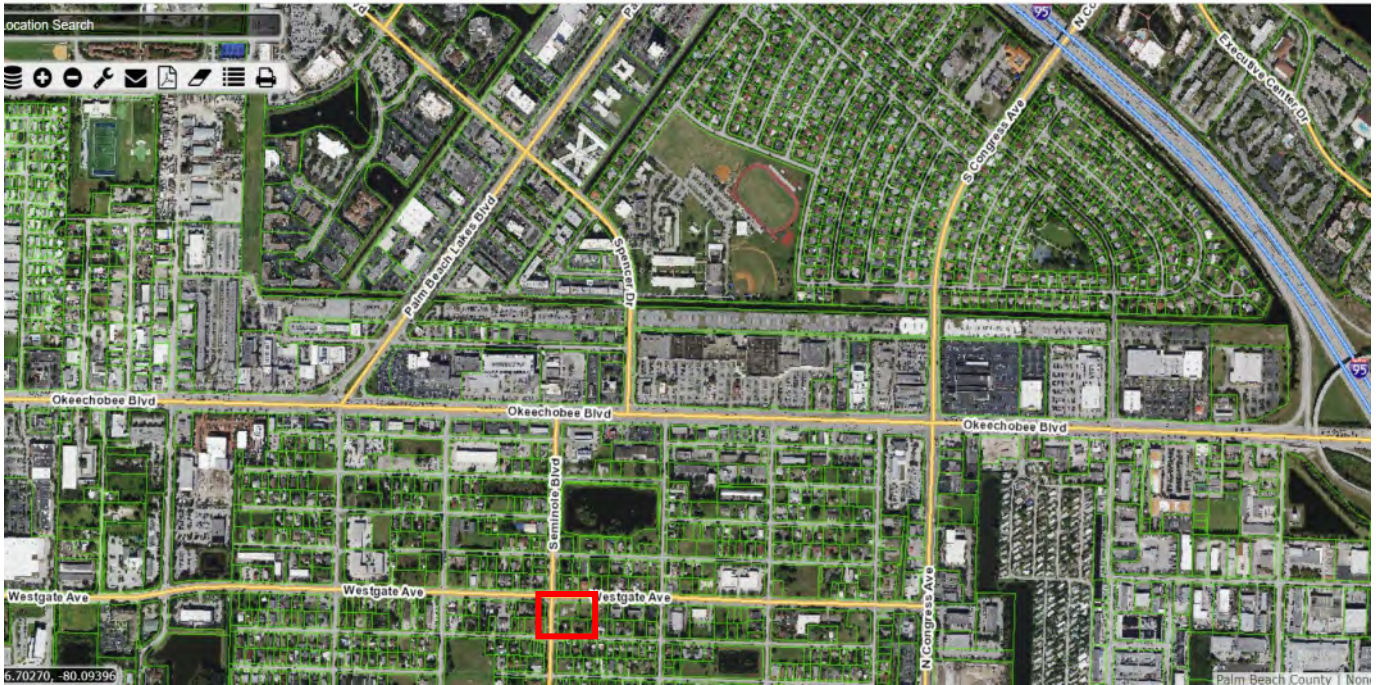
Businesses		
Total employer establishments, 2020	X	8,000,178
Total employment, 2020	X	134,163,349
Total annual payroll, 2020 (\$1,000)	X	7,564,809,878
Total employment, percent change, 2019-2020	X	0.9%
Total nonemployer establishments, 2019	X	27,104,006
All employer firms, Reference year 2017	202	5,744,643
Men-owned employer firms, Reference year 2017	96	3,480,438
Women-owned employer firms, Reference year 2017	22	1,134,549
Minority-owned employer firms, Reference year 2017	S	1,014,958
Nonminority-owned employer firms, Reference year 2017	105	4,371,152
Veteran-owned employer firms, Reference year 2017	S	351,237
Nonveteran-owned employer firms, Reference year 2017	149	4,968,606

GEOGRAPHY

Geography		
Population per square mile, 2020	5,553.0	93.8
Population per square mile, 2010	5,267.9	87.4
Land area in square miles, 2020	1.52	3,533,038.28
Land area in square miles, 2010	1.51	3,531,905.43
FIPS Code	1276290	1

Development Proximity Location to Services Statement:

Westgate Terrace will be located at the southeast corner of the intersection of Westgate Avenue and Seminole Blvd. Although in an economically underserved area of Palm Beach County and has limited access to available Public Transportation Facilities, it is located near the Palm Beach County International Airport and near one of the main business and commercial corridors in Palm Beach County (See Map Below).



Westgate Terrace Development Location Map #1
(Proximity to Commercial Corridors & Employment)



Westgate Terrace Development Location Map #2
(Proximity to Airport)

ZYSCOVICH
ARCHITECTS
WE MAKE PEOPLE PLACES

BUILDINGS INTERIORS CITIES

250 S Park Avenue, Suite 510
Winter Park, FL 32789

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e info@zyscovich.com
w www.zyscovich.com

■ MIAMI ■ ORLANDO

March 30th, 2023

Len Schwartz
Danza of Westgate
257 SE Dr. Martin Luther King Blvd.
Belle Glade, FL 33430

Project Location:
SE Corner of Westgate Ave and Seminole Blvd, West Palm Beach, FL

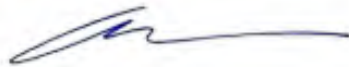
RE: Westgate Apartments – National Green Building Standard

Dear Mr. Schwartz,

The subject facility will be designed in compliance with the National Green Building Standard. The NGBS is ANSI approved and verifies high-performance building in six areas: Lot Design and Development, Resource Efficiency, Water Efficiency, Energy Efficiency, Indoor Environmental Quality, and Building Operation & Maintenance. Westgate Apartments will be designed & engineered by the design professionals and NGBS consultant and certified to comply with the NGBS Bronze standards.

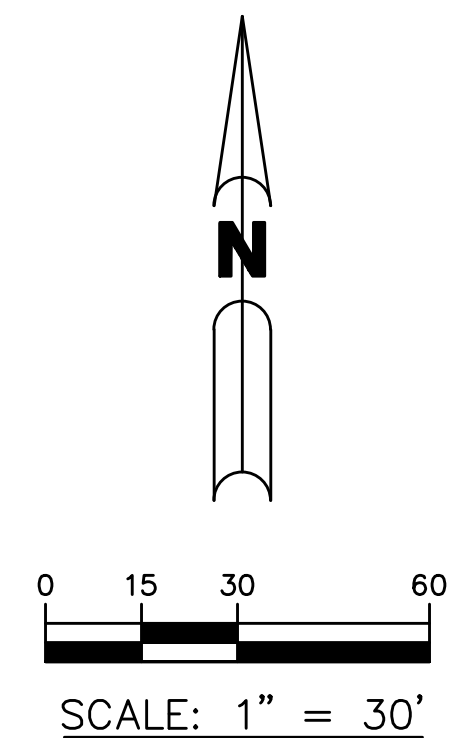
Sincerely,

ZYSCOVICH, LLC



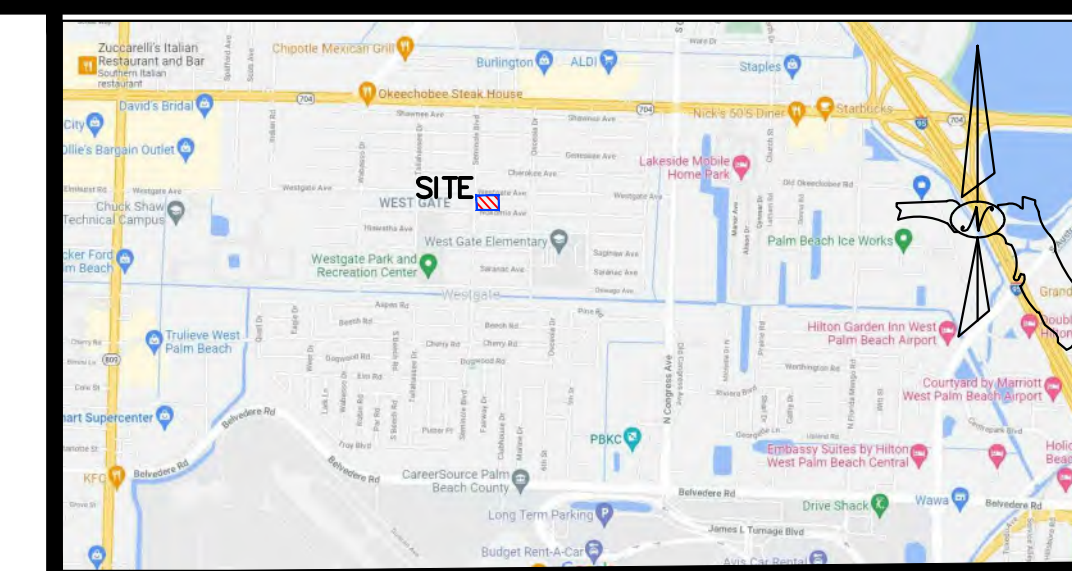
Alan Wolfe
Senior Project Manager/Architect

LEGEND			
SET IR/C "BROWN & PHILLIPS"	●	MAILBOX	☐
BENCHMARK	⊕	SIGN	▲
BOLLARD	⊙	WATER METER	Ⓜ
CATCH BASIN	Ⓜ	WATER VALVE	⊗
CURB INLET @ LOW POINT	Ⓜ	WOOD POWER POLE	⊙
CLEANOUT	Ⓜ	MAHOGANY TREE	⊙
CONCRETE LIGHT POLE	Ⓜ	PALM TREE	✱
FIRE HYDRANT	⊕	UNKNOWN TREE	⊙
GUY ANCHOR	←	ASPHALT	▨
MANHOLE DRAINAGE	Ⓜ	BUILDING	▨
MANHOLE SANITARY	Ⓜ	CONCRETE	▨



- ABBREVIATIONS:**
P.O.C. - POINT OF COMMENCEMENT
ORB - OFFICIAL RECORD BOOK
D.B. - DEED BOOK
P.C. - PAGE
R/W - RIGHT-OF-WAY
R - RADIUS
A - ARC LENGTH
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
(P) - PLAT DIMENSION
U/C - UNDER CONSTRUCTION
WM - WATER MAIN
GPS - GLOBAL POSITIONING SYSTEM
RTK - REAL TIME KINEMATIC
TOW - TOP OF WALL
INV - INVERT

- (D) - DEED DIMENSION
(M) - MEASURED DIMENSION
C - CENTERLINE
IR - IRON ROD
IRC - IRON ROD WITH CAP AS NOTED
C.M. - 4"x4" CONCRETE MONUMENT
PRM - PERMANENT REFERENCE MONUMENT
PCP - PERMANENT CONTROL POINT
NTT - NAIL & TIN TAB
MNTT - MAG NAIL & TIN TAB
PK - PARKER KALON
NAD - NORTH AMERICAN DATUM
LB - LICENSED BUSINESS
DIP - DUCTILE IRON PIPE
PVC - POLYVINYL CHLORIDE PIPE
CMP - CORRUGATED METAL PIPE
RCP - REINFORCED CONCRETE PIPE
HDE - HIGH DENSITY POLYETHYLENE PIPE
EL - ELEVATION



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

TOGETHER WITH:

LOTS 7, 8, 9 AND 10, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

TOGETHER WITH:

LOTS 11, 12, 13, 14 AND 15, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

TOGETHER WITH:

LOTS 31, 32, 33, 34, 35, 36, 37, 38 AND 39, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

TOGETHER WITH:

LOTS 40, 41, 42, 43, 44 AND 45, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

SURVEY REPORT:

- THIS IS A BOUNDARY & TOPOGRAPHIC SURVEY, PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.051 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE. THE FIELD WORK WAS COMPLETED ON FEBRUARY 3, 2022.
- THE SURVEY WAS BASED ON THE PLAT OF WESTGATE ESTATES (NORTHERN SECTION), PLAT BOOK 8, PAGE 38 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- BEARINGS ARE BASED ON S88°52'02"E (ASSUMED) ALONG THE SOUTH RIGHT-OF-WAY OF WESTGATE AVENUE.
- THE LEGAL DESCRIPTION IS RECORDED IN OFFICIAL RECORD BOOK 19061, PAGE 695, OFFICIAL RECORD BOOK 33216, PAGE 711, OFFICIAL RECORD BOOK 21224, PAGE 1845, OFFICIAL RECORD BOOK 20817, PAGE 1731 AND OFFICIAL RECORD BOOK 22146, PAGE 1087.
- AREA = 87,120 SQUARE FEET (2.00 ACRES), MORE OR LESS.
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7. ALL DISTANCES ARE MEASURED UNLESS NOTED OTHERWISE.

ALL FIELD-MEASURED DIMENSIONS ALONG THE BOUNDARY WERE IN SIGNIFICANT AGREEMENT WITH THE PLAT, DEED, AND/OR CALCULATED VALUES.

8. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS OF 1:10,000 REQUIRED BY PALM BEACH COUNTY.

9. THE EXPECTED HORIZONTAL AND VERTICAL PRECISION OF ITEMS SHOWN ON THIS SURVEY ARE AS FOLLOWS:
1) BOUNDARY LINES - 0.08'
2) TOPOGRAPHIC FEATURES - 0.20'
3) ELEVATIONS ON CONSTRUCTED HARD SURFACES (PAVEMENT, CONCRETE, ETC.) - 0.05'
4) ELEVATIONS ON NATURAL SURFACES (GROUND, DIRT, ETC.) - 0.10'

10. THE SUBJECT PROPERTY IS CURRENTLY OCCUPIED.

11. THE CONTRACTED PURPOSE OF THIS SURVEY IS FOR ZONING APPROVAL. THIS SURVEY IS NOT VALID FOR ANY OTHER USE.

12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

13. THIS SURVEY WAS PREPARED FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE: -ARC DEVELOPMENT GLOBAL, LLC

14. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=30', ON A 24"x 36" SHEET.

15. SOME TOPOGRAPHIC FEATURES MAY BE EXAGGERATED IN SCALE FOR CLARITY. THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION.

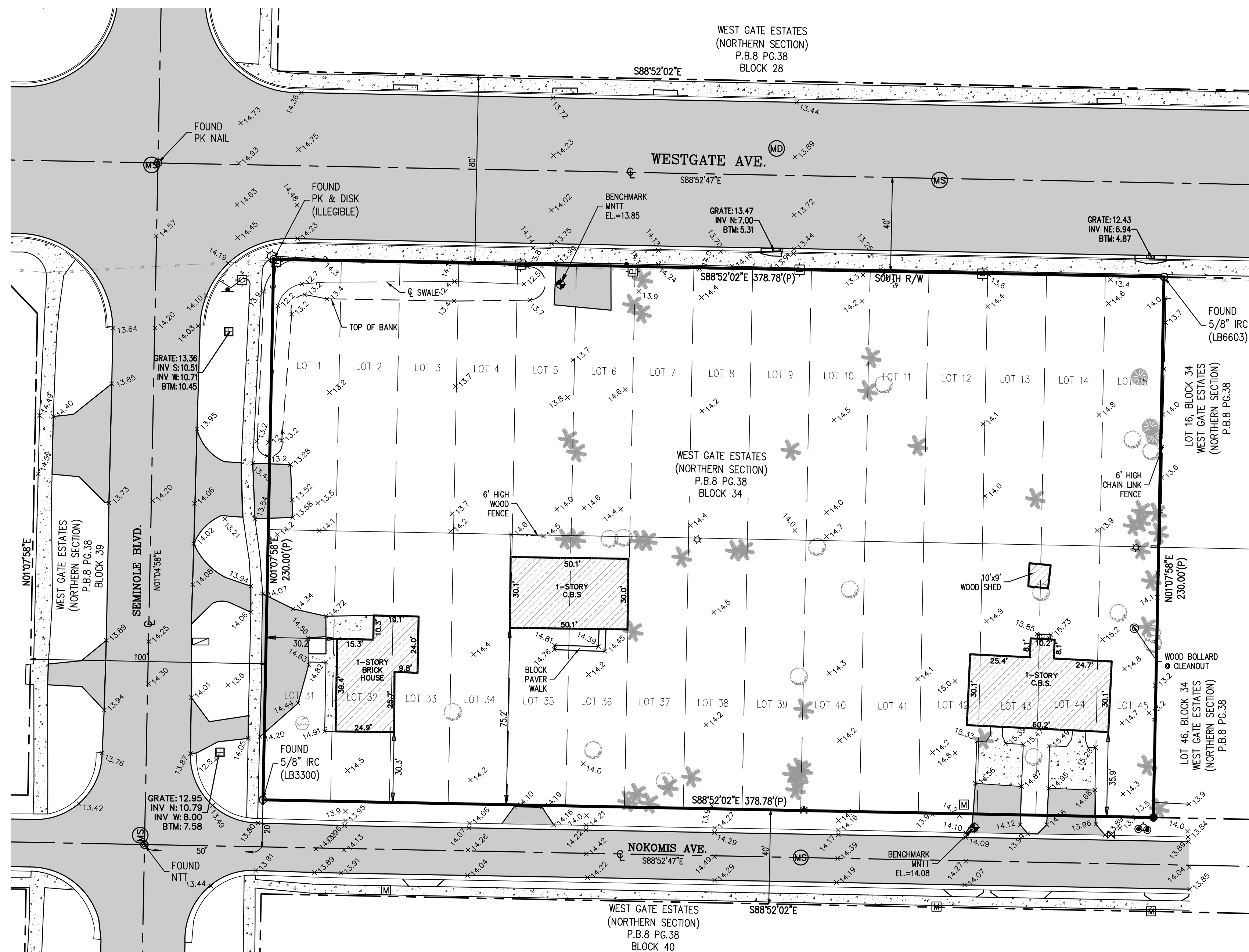
16. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED AS PART OF THIS SURVEY.

17. ELEVATIONS SHOWN HEREON ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988, AND ARE REFERENCED TO PALM BEACH COUNTY BENCHMARK "BOATWRIGHT", ELEVATION=19.19.

18. *⁸⁸ DENOTES SPOT ELEVATION, REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988.

19. FLOOD ZONE INFORMATION OBTAINED FROM PALM BEACH COUNTY WEBSITE: "http://maps.co.palm-beach.fl.us/cwgis/?app=floodzones"; CURRENT FLOOD ZONE: X500

21. © COPYRIGHT 2022 BY BROWN & PHILLIPS, INC. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.



BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409 561-615-3988

DATE	REVISIONS	#

SKETCH OF
BOUNDARY &
TOPOGRAPHIC
SURVEY

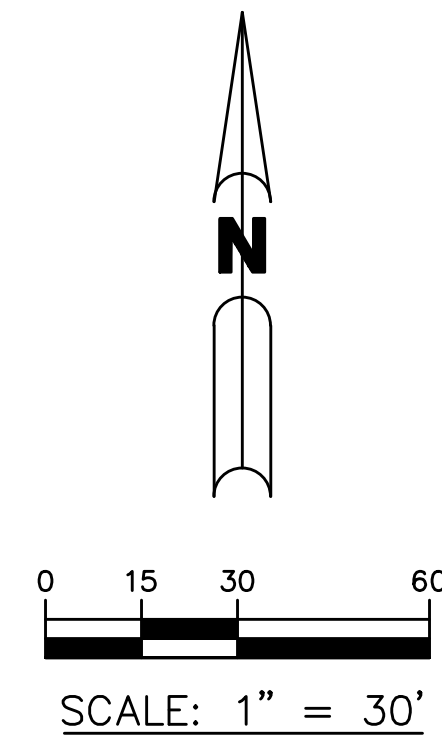
2636 WESTGATE AVE.
WEST PALM BEACH, FL.

DRAWN: DKN
CHECKED: JEP
F.B. WESTGATE
PAGES: 33-35

PROJ. No. 22-014
SCALE: 1"=30'
DATE: FEB. 2022
SHEET 1 OF 1

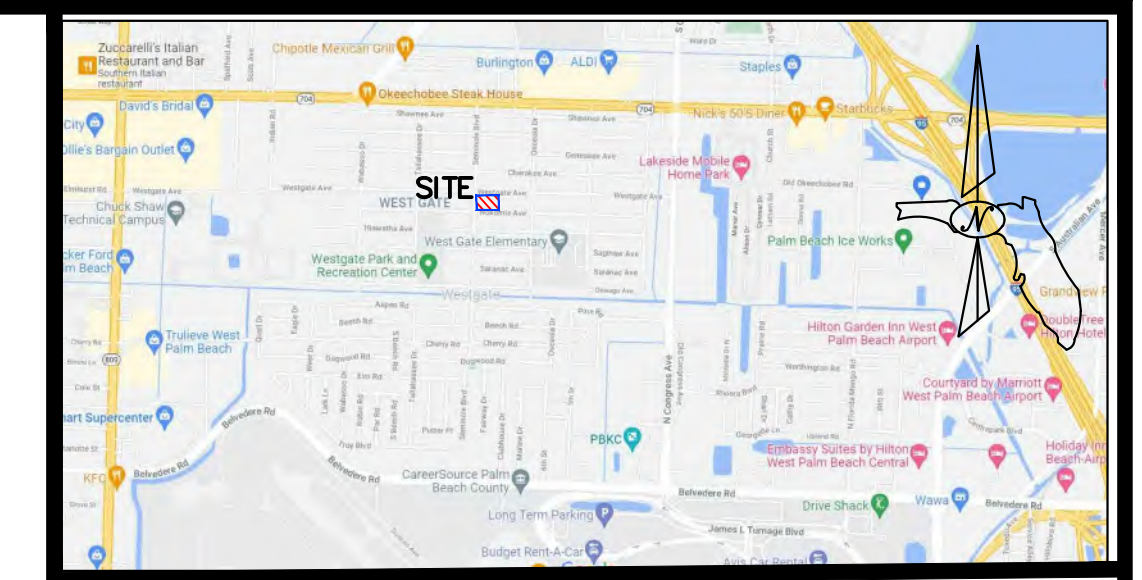
JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: _____

LEGEND			
SET IR/C "BROWN & PHILLIPS"	●	MAILBOX	☐
BENCHMARK	⊕	SIGN	▲
BOLLARD	⊙	WATER METER	Ⓜ
CATCH BASIN	⊠	WATER VALVE	⊗
CURB INLET @ LOW POINT	⊖	WOOD POWER POLE	⊛
CLEANOUT	⊙	MAHOGANY TREE	⊛
CONCRETE LIGHT POLE	⊙	PALM TREE	✱
FIRE HYDRANT	⊕	UNKNOWN TREE	⊙
GUY ANCHOR	←	ASPHALT	▨
MANHOLE DRAINAGE	Ⓜ	BUILDING	▭
MANHOLE SANITARY	Ⓜ	CONCRETE	▭



ABBREVIATIONS:
P.O.C. - POINT OF COMMENCEMENT P.O.B. (D) - DEED DIMENSION
- POINT OF BEGINNING (M) - MEASURED DIMENSION
ORB - OFFICIAL RECORD BOOK
D.B. - DEED BOOK
P.C. - PAGE
R/W - RIGHT-OF-WAY
R - RADIUS
A - ARC LENGTH
Δ - CENTRAL ANGLE
U.C. - UNDER CONSTRUCTION
WM - WATER MAIN
GPS - GLOBAL POSITIONING SYSTEM
RTK - REAL TIME KINEMATIC
TOW - TOP OF WALL
INV - INVERT

(C) - CENTERLINE
IR - IRON ROD
IRC - IRON ROD WITH CAP AS NOTED
C.M. - 4"x4" CONCRETE MONUMENT
PRM - PERMANENT REFERENCE MONUMENT PCP
- PERMANENT CONTROL POINT
NTT - NAIL & TIN TAB
MNTT - MAG NAIL & TIN TAB
PK - PARKER KALON
NAD - NORTH AMERICAN DATUM
LB - LICENSED BUSINESS
DIP - DUCTILE IRON PIPE
PVC - POLYVINYL CHLORIDE PIPE
CMP - CORRUGATED METAL PIPE
RCP - REINFORCED CONCRETE PIPE
HDPE - HIGH DENSITY POLYETHYLENE PIPE
EL - ELEVATION



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

TOGETHER WITH:

LOTS 7, 8, 9 AND 10, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

TOGETHER WITH:

LOTS 11, 12, 13, 14 AND 15, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

TOGETHER WITH:

LOTS 31, 32, 33, 34, 35, 36, 37, 38 AND 39, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

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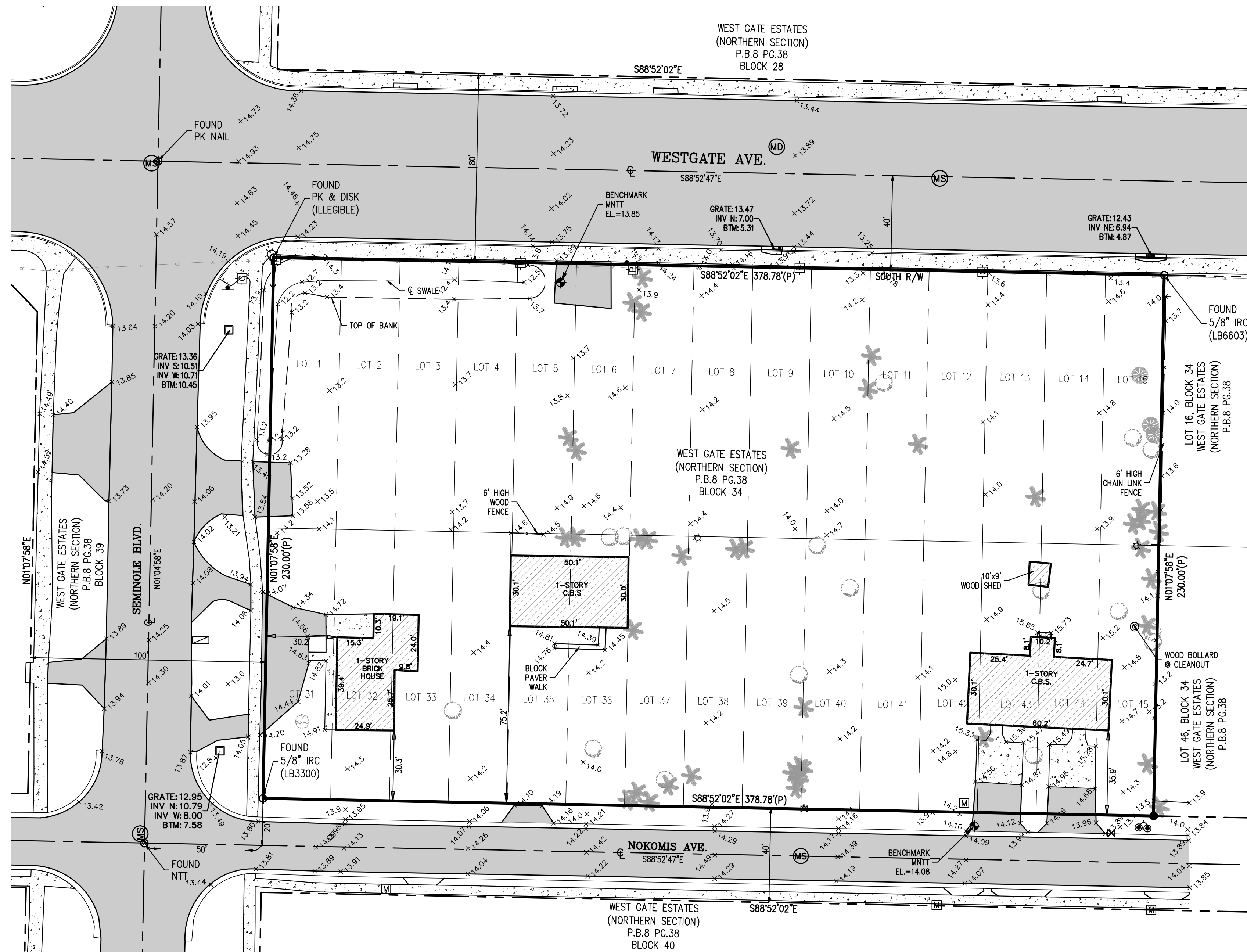
LOTS 40, 41, 42, 43, 44 AND 45, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

SURVEY REPORT:

- THIS IS A BOUNDARY & TOPOGRAPHIC SURVEY, PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.051 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE. THE FIELD WORK WAS COMPLETED ON FEBRUARY 3, 2022.
- THE SURVEY WAS BASED ON THE PLAT OF WESTGATE ESTATES (NORTHERN SECTION), PLAT BOOK 8, PAGE 38 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- BEARINGS ARE BASED ON S88°52'02"E (ASSUMED) ALONG THE SOUTH RIGHT-OF-WAY OF WESTGATE AVENUE.
- THE LEGAL DESCRIPTION IS RECORDED IN OFFICIAL RECORD BOOK 19061, PAGE 695, OFFICIAL RECORD BOOK 33216, PAGE 711, OFFICIAL RECORD BOOK 21234, PAGE 1845, OFFICIAL RECORD BOOK 20817, PAGE 1731 AND OFFICIAL RECORD BOOK 22146, PAGE 1087.
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DATE	REVISIONS	#

SKETCH OF
BOUNDARY &
TOPOGRAPHIC
SURVEY

2636 WESTGATE AVE.
WEST PALM BEACH, FL.

DRAWN: DKN
CHECKED: JEP
F.B. WESTGATE
PAGES: 33-35

PROJ. No. 22-014
SCALE: 1"=30'
DATE: FEB. 2022
SHEET 1 OF 1

JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: _____

WESTGATE APARTMENTS - Multifamily Residential

PROJECT MATRIX

Updated: **3/24/2023**

4 STORY BUILDING									
SUMMARY									
PARKING		Surface	See Civil	Structured	0	Parking Shown	See Civil		
RECREATIONAL AREAS		Required	See Civil	Provided	See Civil				
UNIT MIX		Unit			% Units		No. Units	No. Beds	No. Baths
					PROJECTED	ACHIEVED	PROJECTED	ACHIEVED	
A1 -ONE BEDROOM - STANDARD	1-Bedroom				7%	0%	3	0	1
B1 -TWO BEDROOM - STANDARD	2-Bedroom				45%	50%	20	23	2
B2-TWO BEDROOM-ACCESSIBLE (FL-2)	2-Bedroom				5%	2%	2	1	2
B3-TWO BEDROOM-ACCESSIBLE (FL-1)	2-Bedroom				2%	4%	1	2	2
C1-THREE BEDROOM STANDARD	3-Bedroom				41%	43%	18	20	3
COMMON AREAS-APARTMENTS									
		Total			100%	100%	44	46	
Stories		4							

WESTGATE PROJECT MATRIX										8/9/2022
Unit Type	Unit Comment	GSF**	NSF*	Total GSF-LA	LEVEL1	LEVEL 2	LEVEL 3	LEVEL 4		Total No. Units
A1 -ONE BEDROOM - STANDARD			0	0	0	0	0	0		0
B1 -TWO BEDROOM - STANDARD		1,022	998	23,506	0	7	8	8		23
B2-TWO BEDROOM-ACCESSIBLE (FL-2)		1,125	1,075	1,125	0	1	0	0		1
B3-TWO BEDROOM-ACCESSIBLE (FL-1)		1,125	1,075	2,250	2	0	0	0		2
C1-THREE BEDROOM STANDARD		1,420	1,310	28,400	2	6	6	6		20
LIVING UNIT TOTAL NUMBER - SF				55,281	4	14	14	14		46
COMMON AREAS-APARTMENTS									Sum Check	46
CORRIDORS				6,142	727	1805	1805	1805		
LOBBY				371	371	0	0	0		
TENANT COMMUNITY ROOM				689	689	0	0	0		
OFFICE-RECEPTION				595	595	0	0	0		
ELEVATORS				516	129	129	129	129		
STAIRS				1,704	426	426	426	426		
UTILITY				343	343	0	0	0		
TOTAL COMMON AREA SQUARE FEET (SF)				10,360						
COMMERCIAL SPACE-1				5,249	5249	0	0	0		
COMMERCIAL SPACE-2				5,224	5224	0	0	0		
TOTAL COMMERCIAL AREA SF				10,473						
TOTAL COMMERCIAL & COMMON AREA SF				20,833						
GROSS BUILDING AREA				76,114	19,029	19,029	19,029	19,029	NET TO GROSS	72.63%
* NSF-Interior Paint to Paint	**GSF-Center Lines of Tenant Walls, Outside Face of Corridors & Exterior Walls		SUM CK	76,114						
END CANOPIES				350	350	0	0	0		
NORTH WESTGATE CANOPY				2,160	2,160	0	0	0		
SOUTH PARKING CANOPY				1,750	1,750	0	0	0		
TOTAL COVERED UNENCLOSED				4,260	4260	0	0	0		
TOTAL UNDER ROOF				80,374						
ENCLOSED AREA PER FLOOR				19,029						
BALCONIES PER FLOOR					0	8	14	10		
TOTAL BALCONIES			32	200						
PERCENT OF UNITS WITH BALCONIES	NOTE: There are no balconies for the first floor units		69.57%	16,074,800						
PERCENT OF UPPER FLOOR UNITS W/ BALCONIES			76.19%							

WESTGATE

Table 4.A.1- Non-Residential Design Elements

ULDC Reference	ID1	ID2 Requirement Selection	North-Street Side		South-Parking Side		East-End		West-End	
		Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance	
Primary Roofline pursuant to Table 5.C.1.H - Primary Roof Design Element										
One required element per facade: Or any combination of A,B,C	1	A. Articulated parapet walls, 30% of roof line with 100 max spacing between articulation	Complies	Complies	Complies	Complies	Complies	Complies	Complies	
		B. Pitched roof with min. 12" overhanging eaves	X	X	X	X	X	X	X	X
		C. Two or more plane breaks/dopes per facade	Complies	Complies	Complies	Complies	Complies	Complies	Complies	Complies
Secondary Roofline pursuant to Table 5.C.1.H - Secondary Roof Design Element										
One required element per facade	2	A. Decorative roof details (i.e. cupolas, domers, exposed rafter tails, balconies, etc.)	X	X	X	X	X	X	X	
		B. Cornices with decorative moldings	Complies	Complies	Complies	Complies	Complies	Complies	Complies	
		C. Pediments, porticos, architectural features at entryways, or decorative towers	X	X			Complies	Complies	Complies	Complies
Façade - Recesses / Projections, Walls, and Storefronts pursuant to Art. 5.C.1.H.1.c.1.a)-c)										
One required element per facade	3	A. Recesses/Projections: façades > 50' shall provide recess/projection a min. of 20% of total length of facade, max. of 100' between recesses/projections, depth min. 12"	Complies	Complies	Complies	Complies	Complies	Complies	Complies	
		B. Walls: No blank walls exceeding 10' wide x 20' long, patterns to be 10' on center	Complies	Complies	Complies	Complies	Complies	Complies	Complies	
		C. Storefronts: Display windows along 20% of facade length	Complies	Complies	Complies	X	X	X	X	
Exterior Treatment and Fenestration Details pursuant to Art. 5.C.1.H.1.c.2.a)-b)										
One additional element required	4	A. Exterior Treatment: 80% max. primary, 20% min. secondary treatments	Complies	Complies	Complies	Complies	Complies	Complies	Complies	
		B. Fenestration Detail: Provide along min. 60% of facade length	Complies	Complies	Complies	X	X	X	X	
Entries Pursuant to Table 5.C.1.H										
One additional element required	5	A. Canopies, porte-cochere or porticos	X	X	X	X	X	X	X	
		B. Wall recess, or projection (min. 12" depth)	X	X	X	X	X	X	X	
		C. Covered arcades (min. 8' clearwidth)	Complies	Complies	Complies	X	X	X	X	
		D. Peaked roof forms	X	X	X	X	X	X	X	
		E. Arches, columns, pilasters	Complies	Complies	Complies	Complies	Complies	Complies	Complies	
Entries Pursuant to Table 5.C.1.H										
One design element is required per facade	6	A. Overhangs, cornices, and eaves	X	X	X	X	X	X	X	
		B. Decorative moldings or trims around windows and doors	X	X	X	X	X	X	X	
		C. Covered public outdoor patio/plaza incorporated w/entry area	X	X	X	X	X	X	X	
		D. Special pavers, bricks, decorative concrete or other similar pavement treatment	X	X	X	X	X	X	X	
		E. Architectural detailing (i.e. tile work, moldings)	Complies	Complies	Complies	Complies	Complies	Complies	Complies	
Chapter C, Design Standards										
Article 5, 2. Multifamily Design Elements, b. Balconies & Patios										
Individual Balconies and/or Patios are provided for a minimum of 20% of the total number of Units within each building.										

- Table 5.C.1.H - Primary Roof Element:
 - Articulated parapet 122' of 270' = 45% Articulated
- Table 5.C.1.H - Secondary Roof Element:
 - Cornice with decorative moulding
- Facade Required Design Elements:
 - Recessed projections of 12", minimum 20% - 12" projection provided
 - No blank walls
 - Storefronts: 20' min required, provided 160' of 270' = 60%
- C-2 Additional Design Requirements:
 - Exterior treatment, min. 2 materials required
 - 3 provided: Painted stucco and cementitious siding and ceramic tile
- Table 5.C.1.H - Entries:
 - Canopy
 - Wall recess 12"
 - Covered arcade, 10' clear
- Table C.1.H - Secondary Decorative Treatment:
 - Architectural Colored Stucco Panels

(See Table 4.a.1-Non-Residential Design Elements for further description)



PRELIMINARY ARCHITECTURAL ELEVATION-NORTH-WESTGATE AVE

All measurements are subject to change. Not for construction.

2221ORWM - WESTGATE

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Westgate Ave Elevation - 1/16" = 1'-0" 8/19/2022

ZYSCOVICH ARCHITECTS 250 S Park Ave., Suite 510 Winter Park, FL 32789 1.407.874.1958 info@zyscovich.com www.zyscovich.com

PAE-1

WESTGATE

Table 4.A.1- Non-Residential Design Elements										
ULDC Reference	ID1	ID2 Requirement Selection	North-Street Side		South-Parking Side		East-End		West-End	
Primary Roofline pursuant to Table 5.C.1.H - Primary Roof Design Element										
One required element per façade: Or any combination of A,B,C	1	A. Articulated parapet walls, 30% of roof line with 100 max spacing between articulation	4-Parapet articulations in 300'. Average spacing 35'. Exceeds 30% of roof line	Complies	4-Parapet articulations in 300'. Average spacing 35'. Exceeds 30% of roof line	Complies	Stair mass forms an articulated 25' parapet in a 61' elevation. Stair element exceeds 30% of roof line	Complies	Stair mass forms an articulated 25' parapet in a 61' elevation. Stair element exceeds 30% of roof line	Complies
		B. Pitched roof with min. 12" overhanging eaves	X	X	X	X	X	X	X	X
		C. Two or more plane breaks/drops per façade	X	X	X	X	X	X	X	X
Secondary Roofline pursuant to Table 5.C.1.h - Secondary Roof Design Element										
One required element per façade	2	A. Decorative roof details (i.e. cupolas, domers, exposed rafter tails, balconies, etc.)	X	X	X	X	X	X	X	X
		B. Cornices with decorative moldings	Contemporary Decorative cornice molding where shown	Complies	Contemporary Decorative cornice molding where shown	Complies	Contemporary Decorative cornice molding where shown	Complies	Contemporary Decorative cornice molding where shown	Complies
		C. Pediments, porticos, architectural features at entryways, or decorative towers	X	X			Stair entries feature entry canopy and decorative columns	Complies	Stair entries feature entry canopy and decorative columns	Complies
Façade - Recesses / Projections, Walls, and Storefronts pursuant to Art. 5.C.1.H.1.c.1.a)-c)										
One required element per façade	3	A. Recesses/Projections: façades > 50' shall provide recess/projection a min. of 20% of total length of façade, max. of 100' between recesses/projections, depth min. 12"	6-12" deep projections are provided for approximately 50% of the elevation at varying widths. End caps are also projecting	Complies	6-12" deep projections are provided for approximately 50% of the elevation at varying widths. End caps are also projecting	Complies	2-12" projections from main façade and 1-8" projection at the stair are provided. Maximum distance 25'	Complies	2-12" projections from main façade and 1-8" projection at the stair are provided. Maximum distance 25'	Complies
		B. Walls: No blank walls exceeding 10' wide x 20' long, patterns to be 10' on center	There are no blank walls. All walls are articulated with fenestration, material and color changes, balconies	Complies	There are no blank walls. All walls are articulated with fenestration, material and color changes, balconies	Complies	All walls are articulated using recesses, color and varying cornices	Complies	All walls are articulated using recesses, color and varying cornices	Complies
		C. Storefronts: Display windows cover 20% of façade length	Storefront display windows cover 70% of the ground floor façade	Complies	Storefront display windows cover 50% of the ground floor façade	Complies	X	X	X	X
Exterior Treatment and Fenestration Details pursuant to Art. 5.C.1.H.1.c.2.a)-b)										
One additional element required	4	A. Exterior Treatment: 80% max. primary, 20% min. secondary treatments	Minimum of 2 materials required and provided	Complies	Minimum of 2 materials required and provided	Complies	Minimum of 2 materials required and provided	Complies	Minimum of 2 materials required and provided	Complies
		B. Fenestration Detail: Provide along min. 60% of façade length	Fenestration details not limited to storefront, windows, balconies, sliding glass doors and color variations are provided along greater than 70% of the façade	Complies	Fenestration details not limited to storefront, windows, balconies, sliding glass doors and color variations are provided along greater than 70% of the façade	Complies	X	X	X	X
Entries Pursuant to Table 5.C.1.H										
One additional element required	5	A. Canopies, porte-cochere or porticos	X	X	X	X	Canopy provided at Building entry	Complies	Canopy provided at Building entry	Complies
		B. Wall recess, or projection (min. 12" depth)	X	X	X	X	X	X	X	
		C. Covered arcades (min. 8' clearwidth)	Covered arcade, 8' or greater in depth provided for greater than 50% of the length of the façade	Complies	Covered arcade, 8' or greater in depth provided for greater than 50% of the length of the façade	Complies		X	X	X
		D. Peaked roof forms	X	X	X	X	X	X	X	X
		E. Arches, columns, pilasters	Decorative columns are used along the length of the arcade.	Complies	Decorative columns are used along the length of the arcade.	Complies	Decorative columns are used at entry porch canopies	Complies	Decorative columns are used at entry porch canopies	Complies
Entries Pursuant to Table 5.C.1.H										
One design element is required per façade	6	A. Overhangs, cornices, and eaves	X	X	X	X	X	X	X	
		B. Decorative moldings or trims around windows and doors	X	X	X	X	X	X	X	
		C. Covered public outdoor patio/piazza incorporated w/entry area	X	X	X	X	Covered Patio under canopies at side entries	Complies	Covered Patio under canopies at side entries	Complies
		D. Special pavers, bricks, decorative concrete or other similar pavement treatment	X	X	X	X	X	X	X	
		E. Architectural detailing (i.e. tile work, moldings)	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies
Chapter C, Design Standards										
Article 5, 2. Multifamily Design Elements, b. Balconies & Patios										
Individual Balconies and/or Patios are provided for a minimum of 20% of the total number of Units within each building										

- Table 5.C.1.H - Primary Roof Element:**
 - Articulated parapet 122 of 270 = 45% Articulated
 - Table 5.C.1.H - Secondary Roof Element:**
 - Cornice with decorative moulding
 - Facade Required Design Elements:**
 - Recessed projections of 12", minimum 20% - 12" projection provided
 - No blank walls
 - Storefronts 20 min required, provided 160 of 270 = 60%
 - C-2 Additional Design Requirements:**
 - Exterior treatment, min. 2 materials required.
 - 3 provided: Painted stucco and cementitious siding and ceramic tile
 - Table 5.C.1.H - Entries:**
 - Canopy
 - Wall recess 12"
 - Covered arcade, 10' clear
 - Table C.1.H - Secondary Decorative Treatment:**
 - Architectural Colored Stucco Panels
- (See Table 4.a.1-Non-Residential Design Elements for further description)



PRELIMINARY ARCHITECTURAL ELEVATION-SOUTH-PARKING

All measurements are subject to change. Not for construction.

2221ORWM - WESTGATE

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South Elevation - Facing Parking 1/16" = 1'-0" 8/19/2022

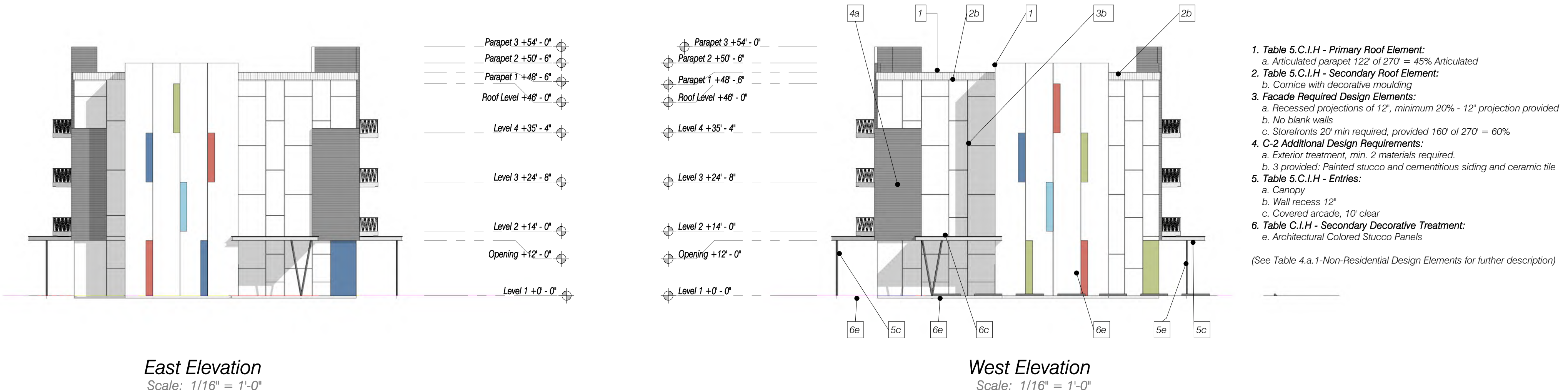
ZYSKOVICH ARCHITECTS 250 S Park Ave., Suite 510 Winter Park, FL 32789 1.407.874.1958 info@zyscovich.com www.zyscovich.com

PAE-2

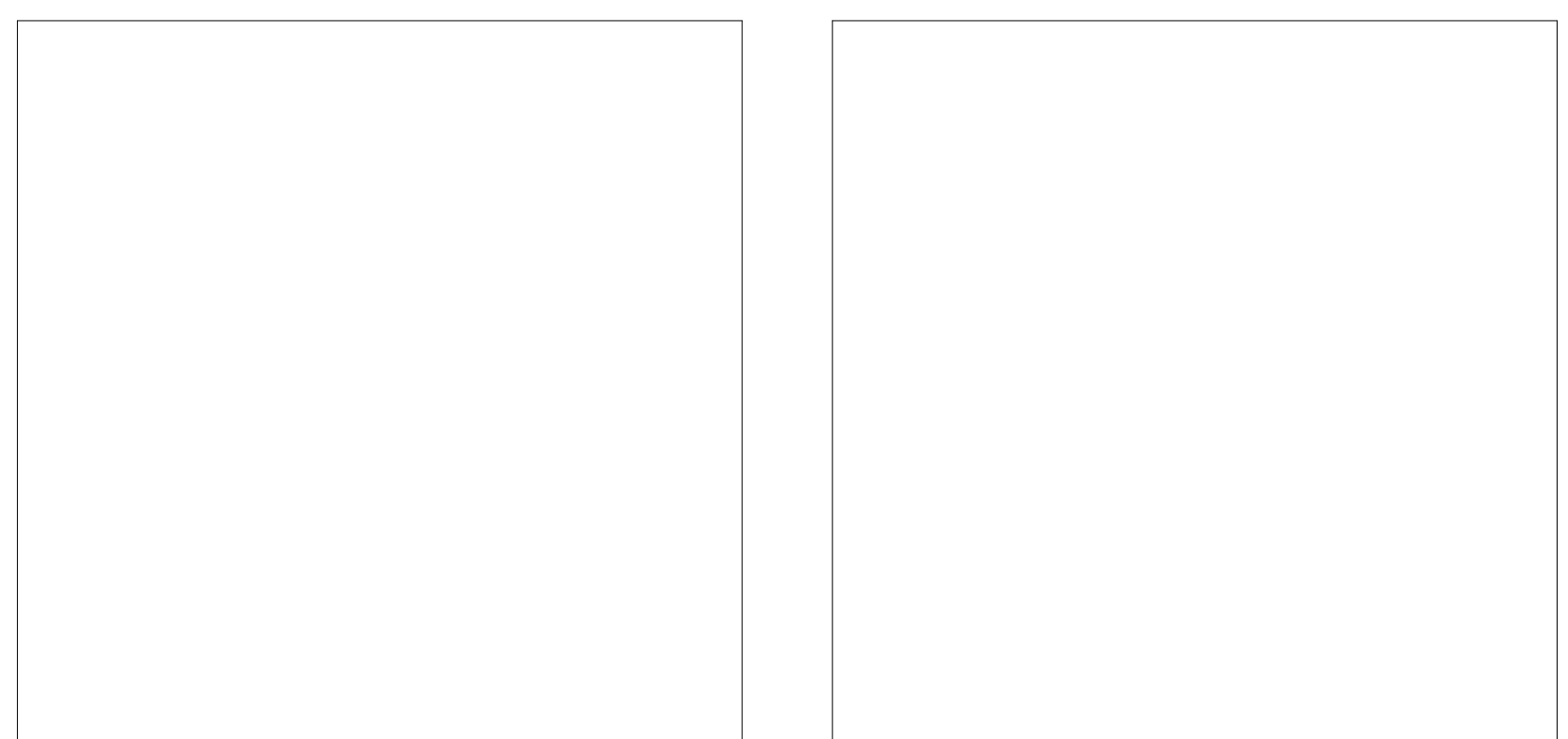
WESTGATE

Table 4.A.1- Non-Residential Design Elements										
ULDC Reference	ID1	ID2 Requirement Selection	North-Street Side		South-Parking Side		East-End		West-End	
Primary Roofline pursuant to Table 5.C.1.H - Primary Roof Design Element			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One required element per façade: Or any combination of A,B,C	1	A. Articulated parapet walls, 30% of roof line with 100 max spacing between articulation	4-Parapet articulations in 300'. Average spacing 35'. Exceeds 30% of roof line	Complies	4-Parapet articulations in 300'. Average spacing 35'. Exceeds 30% of roof line	Complies	Stair mass forms an articulated 25' parapet in a 61' elevation. Stair element exceeds 30% of roof line	Complies	Stair mass forms an articulated 25' parapet in a 61' elevation. Stair element exceeds 30% of roof line	Complies
		B. Pitched roof with min. 12" overhanging eaves	X	X	X	X	X	X	X	X
		C. Two or more plane breaks/drops per façade	X	X	X	X	X	X	X	X
Secondary Roofline pursuant to Table 5.C.1.H - Secondary Roof Design Element			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One required element per façade	2	A. Decorative roof details (i.e. cupolas, domers, exposed rafter tails, balconies, etc.)	X	X	X	X	X	X	X	X
		B. Cornices with decorative moldings	Contemporary Decorative cornice molding where shown	Complies	Contemporary Decorative cornice molding where shown	Complies	Contemporary Decorative cornice molding where shown	Complies	Contemporary Decorative cornice molding where shown	Complies
		C. Pediments, porticos, architectural features at entryways, or decorative towers	X	X			Stair entries feature entry canopy and decorative columns	Complies	Stair entries feature entry canopy and decorative columns	Complies
Façade - Recesses/ Projections, Walls, and Storefronts pursuant to Art. 5.C.1.H.1.c.1.a)-c)			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One required element per façade	3	A. Recesses/Projections: façades > 50' shall provide recess/projection a min. of 20% of total length of façade, max. of 100' between recesses/projections, depth min. 12"	6-12" deep projections are provided for approximately 50% of the elevation at varying widths. End caps are also projecting	Complies	6-12" deep projections are provided for approximately 50% of the elevation at varying widths. End caps are also projecting	Complies	2-12" projections from main façade and 1-8" projection at the stair are provided. Maximum distance 25'	Complies	2-12" projections from main façade and 1-8" projection at the stair are provided. Maximum distance 25'	Complies
		B. Walls: No blank walls exceeding 10' wide x 20' long, patterns to be 10' on center	There are no blank walls. All walls are articulated with fenestration, material and color changes, balconies	Complies	There are no blank walls. All walls are articulated with fenestration, material and color changes, balconies	Complies	All walls are articulated using recesses, color and varying cornices	Complies	All walls are articulated using recesses, color and varying cornices	Complies
		C. Storefronts: Display windows along 20% of façade length	Storefront display windows cover 70% of the ground floor façade	Complies	Storefront display windows cover 70% of the ground floor façade	Complies	X	X	X	X
Exterior Treatment and Fenestration Details pursuant to Art. 5.C.1.H.1.c.2.a)-b)			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One additional element required	4	A. Exterior Treatment: 80% max. primary, 20% min. secondary treatments	Minimum of 2 materials required and provided	Complies	Minimum of 2 materials required and provided	Complies	Minimum of 2 materials required and provided	Complies	Minimum of 2 materials required and provided	Complies
		B. Fenestration Detail: Provide along min. 60% of façade length	Fenestration details not limited to storefront, windows, balconies, sliding glass doors and color variations are provided along greater than 70% of the façade	Complies	Fenestration details not limited to storefront, windows, balconies, sliding glass doors and color variations are provided along greater than 70% of the façade	Complies	X	X	X	X
Entries Pursuant to Table 5.C.1.H			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One additional element required	5	A. Canopies, porte-cochere or porticos	X	X	X	X	Canopy provided at Building entry	Complies	Canopy provided at Building entry	Complies
		B. Wall recess, or projection (min. 12" depth)	X	X	X	X	X	X	X	X
		C. Covered arcades (min. 8' clearwidth)	Covered arcade, 8' or greater in depth provided for greater than 50% of the length of the façade	Complies	Covered arcade, 8' or greater in depth provided for greater than 50% of the length of the façade	Complies		X	X	X
		D. Peaked roof forms	X	X	X	X	X	X	X	X
		E. Arches, columns, pilasters	Decorative columns are used along the length of the arcade.	Complies	Decorative columns are used along the length of the arcade.	Complies	Decorative columns are used at entry porch canopies	Complies	Decorative columns are used at entry porch canopies	Complies
Entries Pursuant to Table 5.C.1.H			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One design element is required per façade	6	A. Overhangs, cornices, and eaves	X	X	X	X	X	X	X	X
		B. Decorative moldings or trims around windows and doors	X	X	X	X	X	X	X	X
		C. Covered public outdoor patio/piazza incorporated w/entry area	X	X	X	X	Covered Patio under canopies at side entries	Complies	Covered Patio under canopies at side entries	Complies
		D. Special pavers, bricks, decorative concrete or other similar pavement treatment	X	X	X	X	X	X	X	X
		E. Architectural detailing (i.e. tile work, moldings)	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies

Chapter C, Design Standards
 Article 5, 2. Multifamily Design Elements, b. Balconies & Patios:
 Individual Balconies and/or Patios are provided for a minimum of 20% of the total number of Units within each building



- Table 5.C.1.H - Primary Roof Element:
a. Articulated parapet 122' of 270' = 45% Articulated
 - Table 5.C.1.H - Secondary Roof Element:
b. Cornice with decorative molding
 - Facade Required Design Elements:
a. Recessed projections of 12", minimum 20% - 12" projection provided
b. No blank walls
c. Storefronts 20' min required, provided 160' of 270' = 60%
 - C-2 Additional Design Requirements:
a. Exterior treatment, min. 2 materials required.
b. 3 provided - Painted stucco and cementitious siding and ceramic tile
 - Table 5.C.1.H - Entries:
a. Canopy
b. Wall recess 12"
c. Covered arcade, 10' clear
 - Table C.1.H - Secondary Decorative Treatment:
e. Architectural Colored Stucco Panels
- (See Table 4.a.1-Non-Residential Design Elements for further description)



PRELIMINARY ARCHITECTURAL ELEVATION-EAST & WEST

All measurements are subject to change. Not for construction.

2221ORWM - WESTGATE

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East & West Elevations 1/16" = 1'-0" 8/19/2022

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PAE-3



QuickFacts
Westgate CDP, Florida; United States

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

Table

All Topics	Westgate CDP, Florida	United States
Population Estimates, July 1, 2022, (V2022)	X	333,287,557
PEOPLE		
Population		
Population Estimates, July 1, 2022, (V2022)	X	333,287,557
Population Estimates, July 1, 2021, (V2021)	X	332,031,554
Population estimates base, April 1, 2020, (V2022)	X	331,449,520
Population estimates base, April 1, 2020, (V2021)	X	331,449,520
Population, percent change - April 1, 2020 (estimates base) to July 1, 2022, (V2022)	X	0.6%
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	X	0.2%
Population, Census, April 1, 2020	8,435	331,449,281
Population, Census, April 1, 2010	7,975	308,745,538
Age and Sex		
Persons under 5 years, percent	9.2%	5.7%
Persons under 18 years, percent	31.9%	22.2%
Persons 65 years and over, percent	6.8%	16.8%
Female persons, percent	49.4%	50.5%
Race and Hispanic Origin		
White alone, percent	41.2%	75.8%
Black or African American alone, percent (a)	21.6%	13.6%
American Indian and Alaska Native alone, percent (a)	0.7%	1.3%
Asian alone, percent (a)	4.2%	6.1%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.8%	0.3%
Two or More Races, percent	17.9%	2.9%
Hispanic or Latino, percent (b)	64.2%	18.9%
White alone, not Hispanic or Latino, percent	12.1%	59.3%
Population Characteristics		
Veterans, 2017-2021	48	17,431,290
Foreign born persons, percent, 2017-2021	42.3%	13.6%
Housing		
Housing units, July 1, 2021, (V2021)	X	142,153,010
Owner-occupied housing unit rate, 2017-2021	38.0%	64.6%
Median value of owner-occupied housing units, 2017-2021	\$184,500	\$244,900
Median selected monthly owner costs -with a mortgage, 2017-2021	\$1,219	\$1,697
Median selected monthly owner costs -without a mortgage, 2017-2021	\$379	\$538
Median gross rent, 2017-2021	\$1,220	\$1,163
Building permits, 2021	X	1,736,982
Families & Living Arrangements		
Households, 2017-2021	2,277	124,010,992
Persons per household, 2017-2021	3.93	2.60
Living in same house 1 year ago, percent of persons age 1 year+, 2017-2021	80.8%	86.6%
Language other than English spoken at home, percent of persons age 5 years+, 2017-2021	68.1%	21.7%
Computer and Internet Use		
Households with a computer, percent, 2017-2021	86.1%	93.1%
Households with a broadband Internet subscription, percent, 2017-2021	74.7%	87.0%
Education		
High school graduate or higher, percent of persons age 25 years+, 2017-2021	55.6%	
Bachelor's degree or higher, percent of persons age 25 years+, 2017-2021	5.4%	

Is this page helpful?

Yes No

Health		
With a disability, under age 65 years, percent, 2017-2021	6.9%	8.7%
Persons without health insurance, under age 65 years, percent	△ 42.5%	△ 9.8%
Economy		
In civilian labor force, total, percent of population age 16 years+, 2017-2021	72.2%	63.1%
In civilian labor force, female, percent of population age 16 years+, 2017-2021	65.8%	58.7%
Total accommodation and food services sales, 2017 (\$1,000) (c)	19,333	938,237,077
Total health care and social assistance receipts/revenue, 2017 (\$1,000) (c)	11,275	2,527,903,275
Total transportation and warehousing receipts/revenue, 2017 (\$1,000) (c)	364	895,225,411
Total retail sales, 2017 (\$1,000) (c)	732,032	4,949,601,481
Total retail sales per capita, 2017 (c)	NA	\$15,224
Transportation		
Mean travel time to work (minutes), workers age 16 years+, 2017-2021	22.4	26.8
Income & Poverty		
Median household income (in 2021 dollars), 2017-2021	\$41,069	\$69,021
Per capita income in past 12 months (in 2021 dollars), 2017-2021	\$14,094	\$37,638
Persons in poverty, percent	△ 30.3%	△ 11.6%

BUSINESSES

Businesses		
Total employer establishments, 2020	X	8,000,178
Total employment, 2020	X	134,163,349
Total annual payroll, 2020 (\$1,000)	X	7,564,809,878
Total employment, percent change, 2019-2020	X	0.9%
Total nonemployer establishments, 2019	X	27,104,006
All employer firms, Reference year 2017	202	5,744,643
Men-owned employer firms, Reference year 2017	96	3,480,438
Women-owned employer firms, Reference year 2017	22	1,134,549
Minority-owned employer firms, Reference year 2017	S	1,014,958
Nonminority-owned employer firms, Reference year 2017	105	4,371,152
Veteran-owned employer firms, Reference year 2017	S	351,237
Nonveteran-owned employer firms, Reference year 2017	149	4,968,606

GEOGRAPHY


Geography		
Population per square mile, 2020	5,553.0	93.8
Population per square mile, 2010	5,267.9	87.4
Land area in square miles, 2020	1.52	3,533,038.28
Land area in square miles, 2010	1.51	3,531,905.43
FIPS Code	1276290	1


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[About datasets used in this table](#)

Value Notes

 Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info  icon to the left of each row in the table to learn about sampling error.

The vintage year (e.g., V2022) refers to the final year of the series (2020 thru 2022). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2017-2021 ACS 5-year estimates to other ACS estimates. For more information, please visit the [2021 5-year ACS Comparison Guidance](#) page.

Fact Notes

- (a) Includes persons reporting only one race
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
- (b) Hispanics may be of any race, so also are included in applicable race categories

Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open end
- F Fewer than 25 firms
- D Suppressed to avoid disclosure of confidential information
- N Data for this geographic area cannot be displayed because the number of sample cases is too small.
- FN Footnote on this item in place of data
- X Not applicable
- S Suppressed; does not meet publication standards
- NA Not available
- Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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Measuring America's People, Places, and Economy

Is this page helpful? 

 Yes

 No

March 30th, 2023

Len Schwartz
Danza of Westgate
257 SE Dr. Martin Luther King Blvd.
Belle Glade, FL 33430

Project Location:
SE Corner of Westgate Ave and Seminole Blvd, West Palm Beach, FL

RE: Westgate Apartments – National Green Building Standard

Dear Mr. Schwartz,

The subject facility will be designed in compliance with the National Green Building Standard. The NGBS is ANSI approved and verifies high-performance building in six areas: Lot Design and Development, Resource Efficiency, Water Efficiency, Energy Efficiency, Indoor Environmental Quality, and Building Operation & Maintenance. Westgate Apartments will be designed & engineered by the design professionals and NGBS consultant and certified to comply with the NGBS Bronze standards.

Sincerely,

ZYSCOVICH, LLC



Alan Wolfe
Senior Project Manager/Architect









**ATTORNEY
DEVELOPER CONTACT #1**

Company: Danza of Westgate
Contact Person: Chuck Lesnick
Direct Phone: 914-954-3039
Office Phone: 718-538-5000
Email: chuck.shorr.Lesnick@gmail.com
Website: <https://rmabronx.net/>

DEVELOPER CONTACT #2

Company: Danza of Westgate
Contact Person: Leonard Schwartz
Direct Phone: 201-906-8005
Office Phone: 718-538-5000
Email: lschwartz@rmabronx.com
Website: <https://rmabronx.net/>

DEVELOPER CONTACT #3

Company: The Danza Group
Contact Person: Tony Danza
Direct Phone: 973-632-9854
Office Phone: 201-904-248
Email: ajd@danzagroup.com
Website: www.danzagroup.com/about-us/

DEVELOPER CONTACT #4

Company: Pegalo Properties, Inc.
Contact Person: Richard Kooris
Direct Phone: 512-422-8878
Office Phone: 512-485-3000
Email: rkooris@501studios.com
Website: N/A

ARCHITECT CONTACT #1

Company: Zyscovich Architects
Contact Person: Alan Wolf
Direct Phone: 407-674-1959 (ext: 1418)
Office Phone: 407-674-1959
Email: awolfe@zyscovich.com
Website: www.zyscovich.com

ARCHITECT CONTACT #2

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Direct Phone: 407-674-1959 (ext: 1401)
Office Phone: 407-674-1959
Email: jcunningham@zyscovich.com
Website: www.zyscovich.com

CIVIL ENGINEER

Company: Atlantic Engineering Services, Inc.
Contact Person: Imtiaz Ahmed, P.E.
Direct Phone: 561-358-4140
Office Phone: 561-358-4140
Email: atlanticengserv@gmail.com
Website: N/A

LAND DEVELOPMENT PLANNER

Company: Arc Development Global, LLC
Contact Person: Aaron M. Taylor
Direct Phone: 561-629-2739
Office Phone:
Email: archdevelopmentglobal@gmail.com
Website: arcdevelopmentglobal.com

Danza of Westgate LLC
Corporate Structure

Danza of Westgate
LLC

Leonard Schwartz
Managing Member
(19% Ownership)

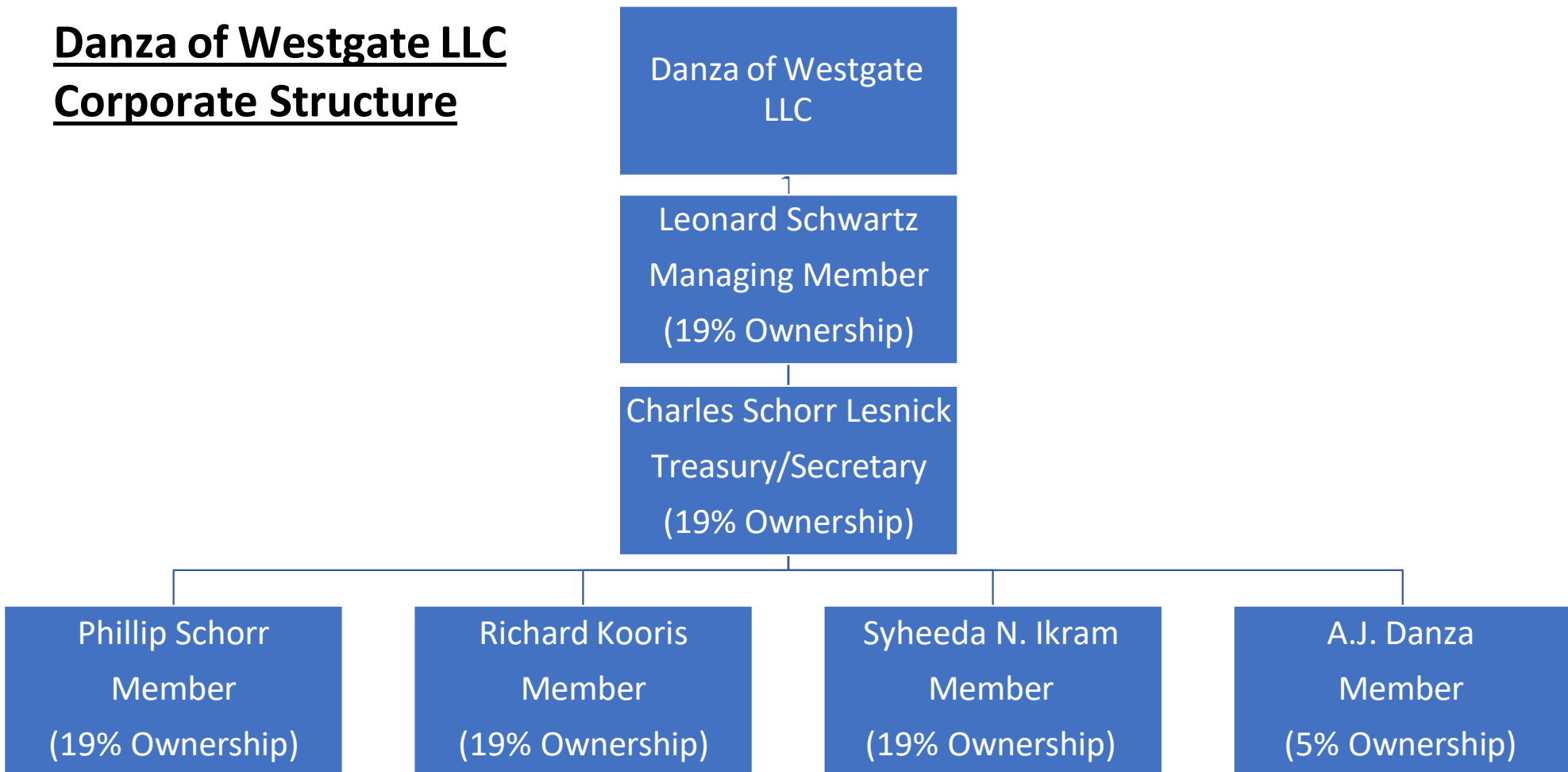
Charles Schorr Lesnick
Treasury/Secretary
(19% Ownership)

Phillip Schorr
Member
(19% Ownership)

Richard Kooris
Member
(19% Ownership)

Syheeda N. Ikram
Member
(19% Ownership)

A.J. Danza
Member
(5% Ownership)





Aaron M. Taylor
President, MBA/PA

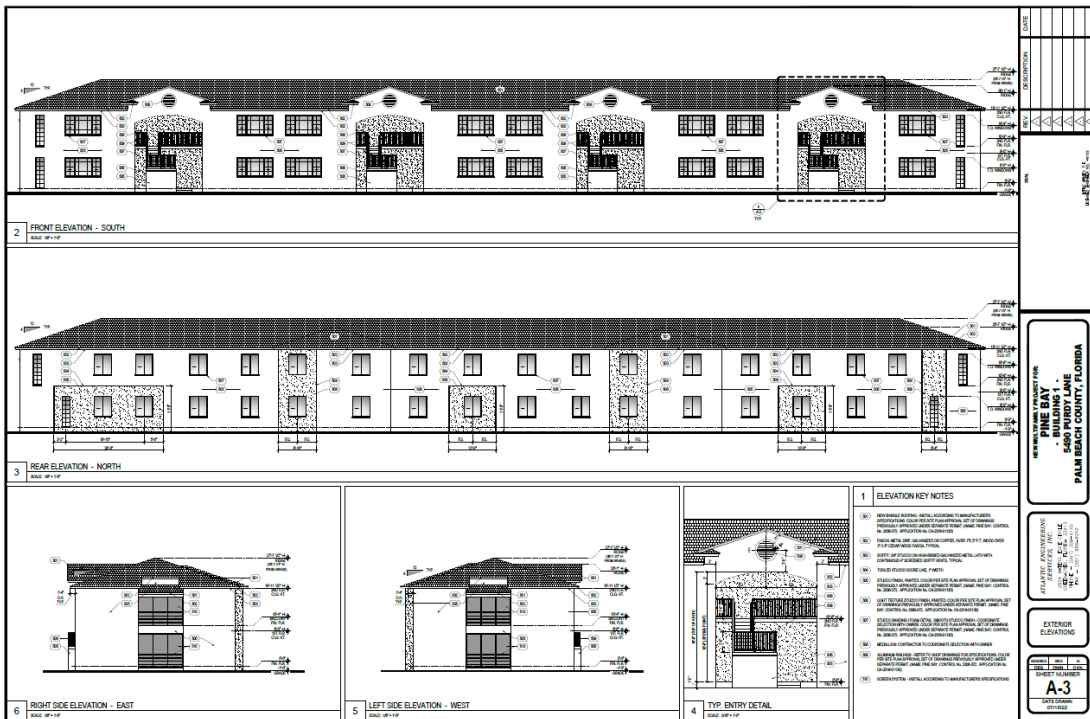
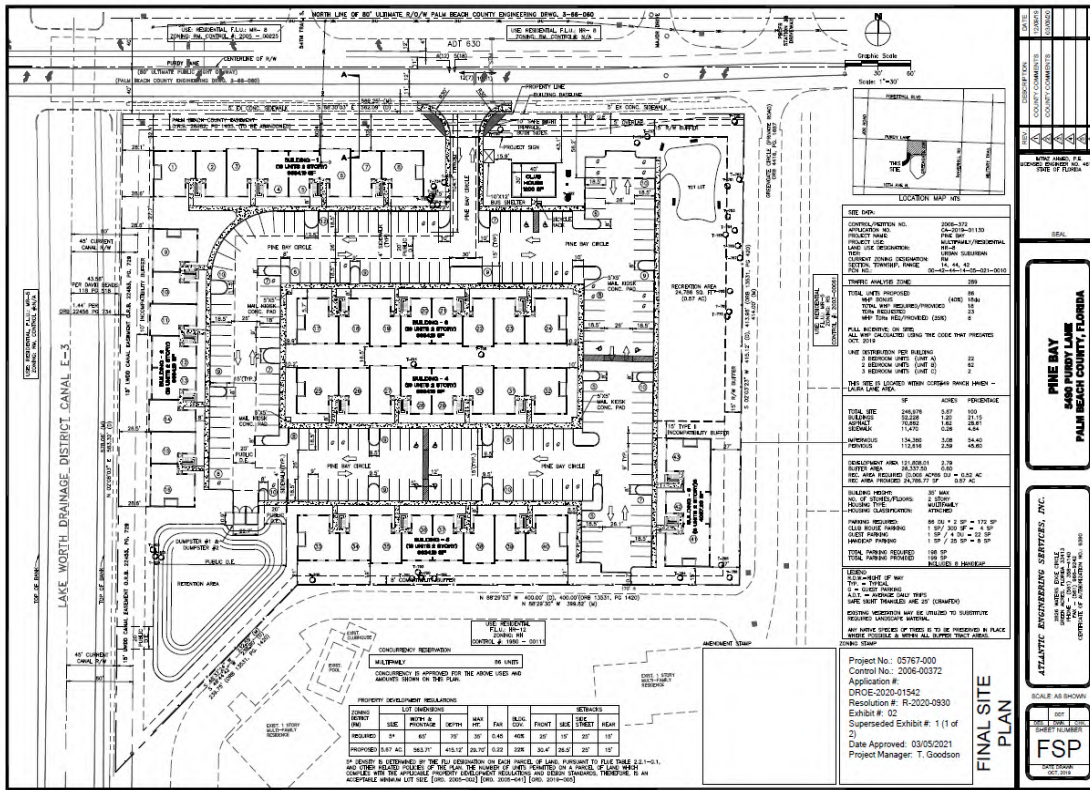
Aaron has worked in the planning and zoning field since 2006, acquiring invaluable knowledge of Land Planning, Zoning, and Land Development. He began his career with Palm Beach County in 2006 as a zoning Planner. He was a Project Manager with Palm Beach County Zoning Division for more than five years. While working in Land Planning, Zoning, and Land Development Aaron earned his Master of Business Administration and Public Administration degree from Phoenix University, Az.

Aaron's career took a different direction, when he was hired to work for the Palm Beach County Department of Economic Sustainability in 2013. He performed corporate financial analysis and determined corporate credit worthiness for companies seeking to utilize Federal loans as part of the Financing Capital stack for economic development projects. Other responsibilities included but were not limited to, corporate loan underwriting, Loan Program Monitoring & Compliance, partnering with various lending institutions to facilitate a capital stack of funding sources from both private lending institutions, non-profits and other federal grant and lending programs (Community Development Block Grant (CDBG) Section 108, USDA, Energy Grant, etc.). Aaron was the first person to work with Export-Import Bank of the United States (EXIM) to include Import/Export Receivable Insurance as a means of securing government financing for an Import/Export business in Palm Beach County.

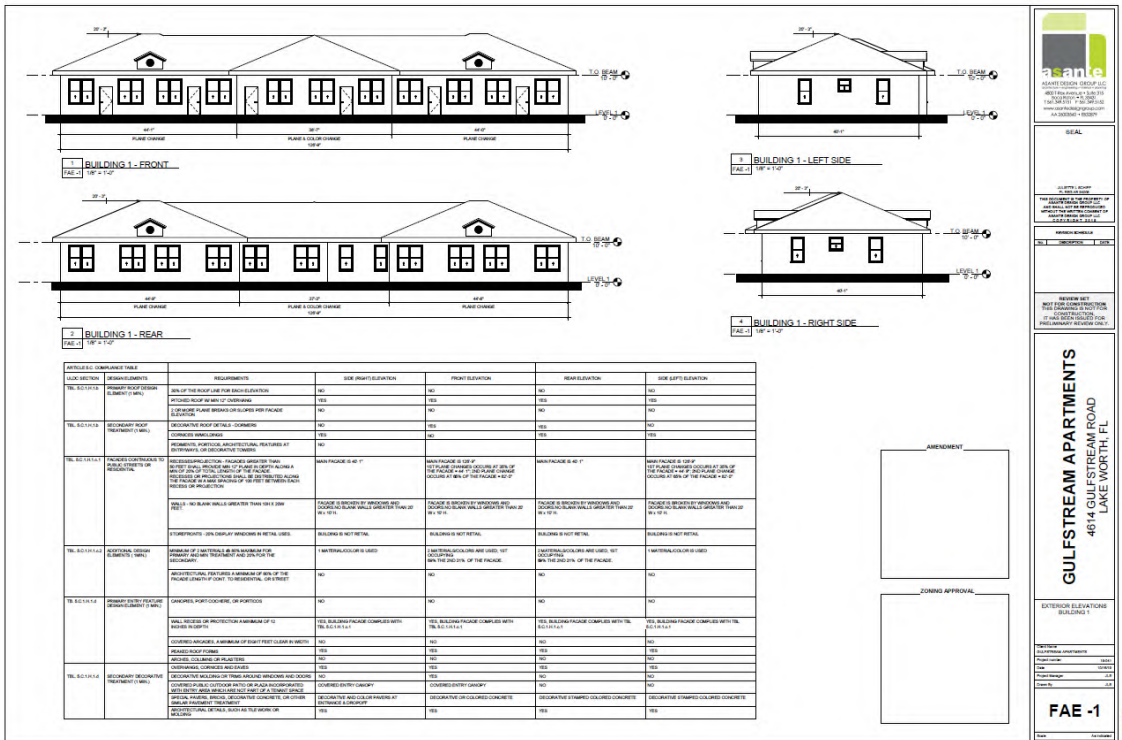
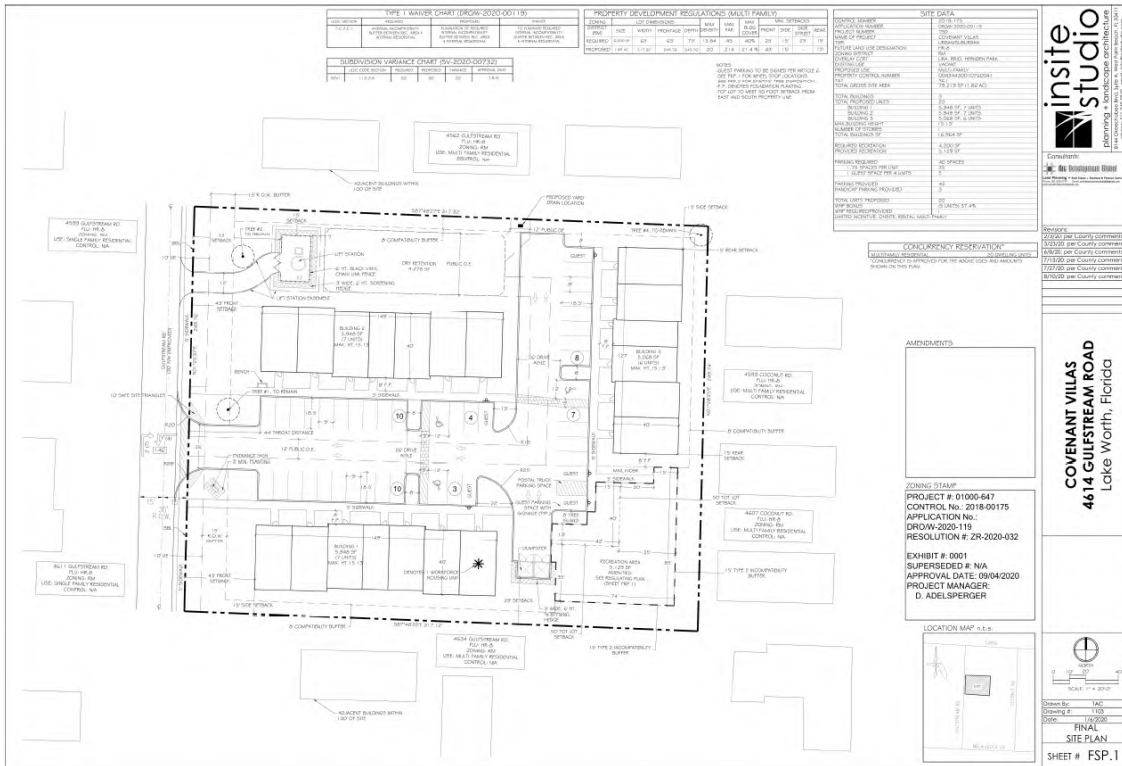
In addition to his vast experience in public and private Planning, Zoning, Land Development and economic development projects, Aaron is a Realtor and has created a business model which merges Land Development Feasibility, Real Estate Acquisition, Site design, Land Planning, and project financing under one umbrella. By offering all Land Development Disciplines through one company, Aaron has continuously been able to maximize clients' resources by identifying financially feasible, developable properties, and educating clients on municipal entitlement processes, as well as any available government financing options.

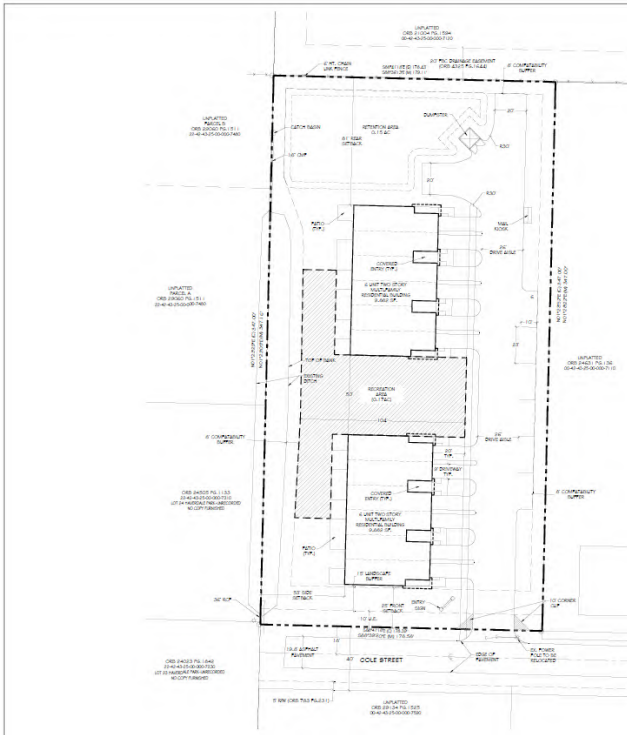
Example Palm Beach County Approved Multi-Family Project Provided below:

Approved Land Planning - Multi-Family Projects



Pine Bay – 86 Multi-Family Units – Unincorporated Palm Beach County





SITE DATA

APPLICABLE ZONING	RS-50
APPLICABLE DISTRICT	UNDESIGNATED
APPLICABLE SUB-DISTRICT	UNDESIGNATED
APPLICABLE MAP	UNDESIGNATED
APPLICABLE PLAT	UNDESIGNATED
APPLICABLE ORDER	UNDESIGNATED
APPLICABLE MAP SHEET	UNDESIGNATED
APPLICABLE PLAT SHEET	UNDESIGNATED
APPLICABLE ORDER SHEET	UNDESIGNATED
APPLICABLE MAP DATE	UNDESIGNATED
APPLICABLE PLAT DATE	UNDESIGNATED
APPLICABLE ORDER DATE	UNDESIGNATED
APPLICABLE MAP SCALE	UNDESIGNATED
APPLICABLE PLAT SCALE	UNDESIGNATED
APPLICABLE ORDER SCALE	UNDESIGNATED
APPLICABLE MAP AREA	UNDESIGNATED
APPLICABLE PLAT AREA	UNDESIGNATED
APPLICABLE ORDER AREA	UNDESIGNATED

PROPERTY DEVELOPMENT REGULATIONS

APPLICABLE	APPLICABLE	APPLICABLE	APPLICABLE	APPLICABLE	APPLICABLE	APPLICABLE
MIN	MAX	MIN	MAX	MIN	MAX	MIN
20	30	30	40	40	50	50
30	40	40	50	50	60	60
40	50	50	60	60	70	70

CONFORMANCE REBERVATION

CONFORMANCE REBERVATION FOR THE ABOVE SITE AND PROPERTY

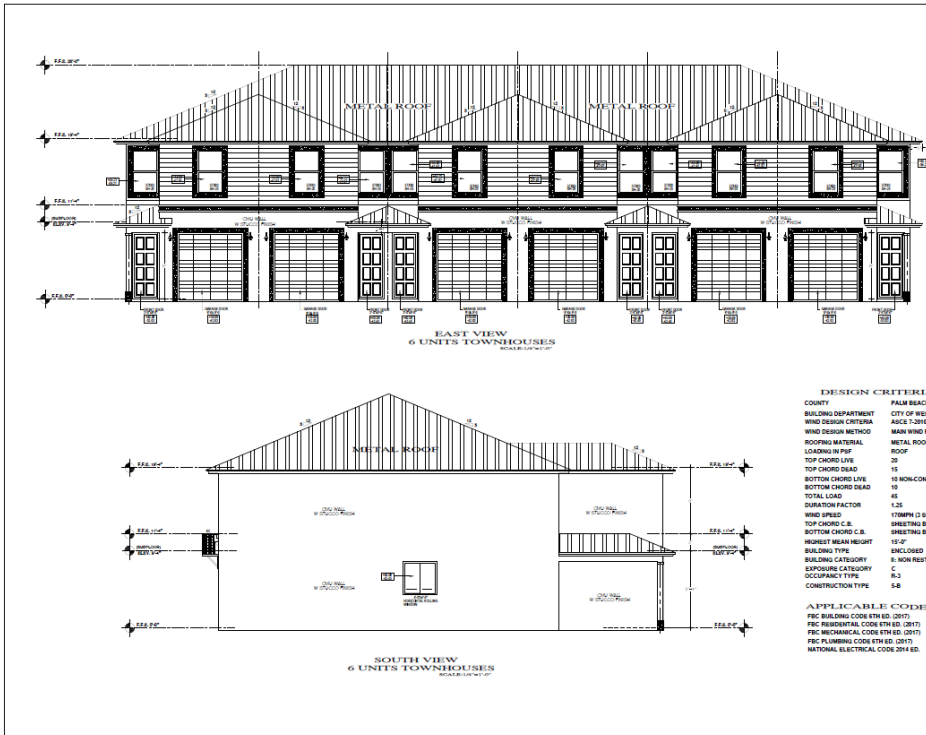


inside studio
ARCHITECTURAL STUDIO

ARG Development Global

COLE STREET MULTI-FAMILY
PALM BEACH COUNTY, FLORIDA

FINAL SITE PLAN
PROJECT - FCP 1



DESIGN CRITERIA

COUNTY	PALM BEACH COUNTY
BUILDING DEPARTMENT	CITY OF WEST PALM BEACH
WIND DESIGN CRITERIA	ASCE 7-2010
WIND DESIGN METHOD	MAIN WIND FORCE RESISTING
ROOFING MATERIAL	METAL ROOF
LOADING IN PUF	ROOF
TOP CHORD DEAD	20
TOP CHORD LIVE	42
BOTTOM CHORD DEAD	15
BOTTOM CHORD LIVE	3
TOTAL LOAD	65
DURATION FACTOR	1.25
WIND SPEED	174MPH (3 SECOND QUANT) AND 132
TOP CHORD C.L.	SHIELDING BY BUILDER
BOTTOM CHORD C.L.	SHIELDING BY BUILDER
WINDSET BEAR REQ'D	10'0"
BUILDING TYPE	ENCLOSED
BUILDING CATEGORY	II, NON RESTRICTIVE
EXPOSURE CATEGORY	C, 0
OCCUPANCY TYPE	R-3
CONSTRUCTION TYPE	5B

APPLICABLE CODES

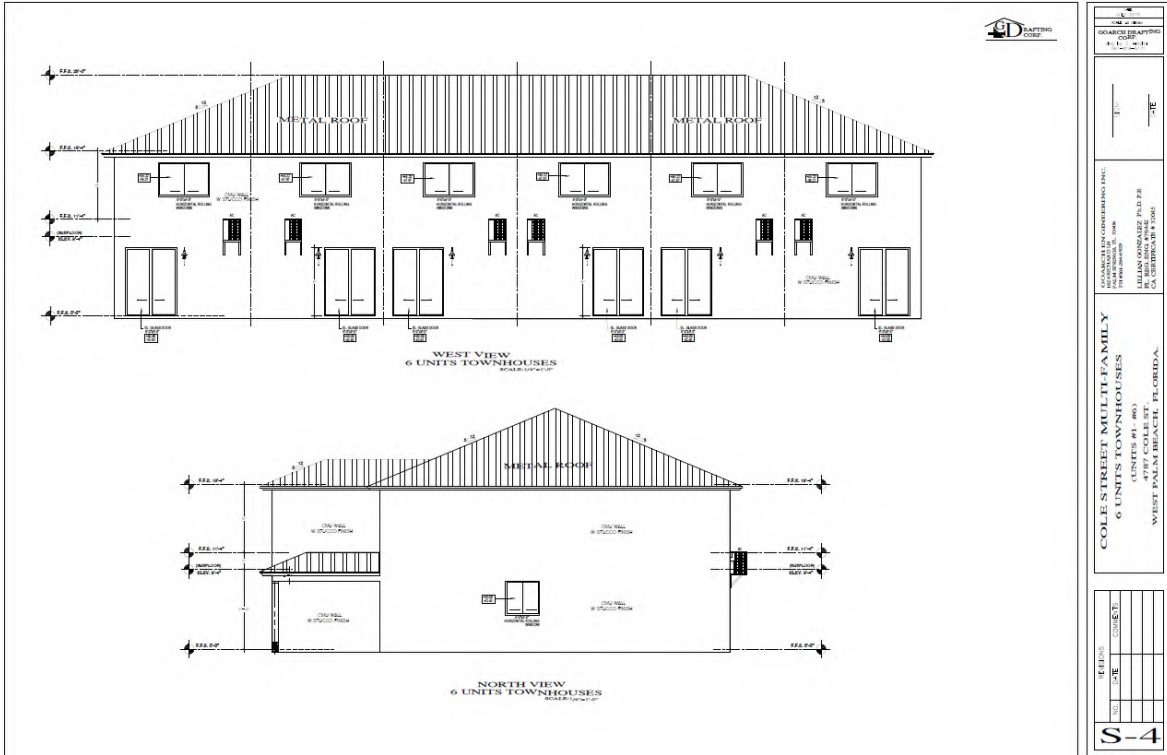
FBC BUILDING CODE 6TH ED. (2017)
FBC RESIDENTIAL CODE 6TH ED. (2017)
FBC MECHANICAL CODE 6TH ED. (2017)
FBC PLUMBING CODE 6TH ED. (2017)
NATIONAL ELECTRICAL CODE 2014 ED.

ARG Development Global

inside studio
ARCHITECTURAL STUDIO

COLE STREET MULTI-FAMILY
6 UNITS TOWNHOUSES
4787 COLE ST.
WEST PALM BEACH, FLORIDA

FINAL ELEVATIONS
PROJECT - FCP 1



Cole Street – 12 Multi-Family Units – Unincorporated Palm Beach County

Other Land Development Entitlement Project Types Approved			
	<u>Use Type</u>	<u>Project Name</u>	<u>Rendering</u>
1	Medical Office	Amicus Boynton	 

2	Dental Offices	Patel Dental
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3	Places of Worship	Reveal Fellowship
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With nearly three decades of experience in corporate and real estate law, Cabot J. Marks is respected for strategic problem solving and finding creative solutions for owners and developers across a wide range of industries. Known for his keen wit and approachable manner, Cabot provides clients from both the private and public entities with a sense of assurance and care.

This close working relationship extends into real estate, advising and representing developers, buyers, sellers, landlords, and tenants. Cabot successfully advocated for businesses impacted by the Second Avenue Subway through the Second Avenue Merchants Association and recently achieved a large settlement for a residential building impacted by a major developer.

Cabot draws on his extensive experience advising on a variety of real estate development projects, including, numerous Opportunity Zone Developments in New York, New Jersey and Florida, residential and commercial condominiums, mixed-use commercial and residential projects, sponsorship of cooperatives, corporate realty franchising in over 100 national and regional malls, multifamily developments in Westchester County and New York City, and many public and private co-development alliances in New Jersey and Florida, to provide a pragmatic solution driven strategy to all aspects of his clients needs.

The Danza Group

Updated Bio

A.J. Danza is Chief Executive Officer of The Danza Group. He is co-founder of DSG, Inc., a real estate brokerage firm licensed in New York and New Jersey. Mr. Danza has been instrumental in the development and construction of hundreds of projects including housing developments, shopping centers and healthcare facilities. He has served as both the principal and broker for countless retail and commercial lease agreements.



Mr. Danza receives Developer of the Year Award from Senator Bill Bradley, 1997

Mr. Danza holds certificates from New York University in the fields of shopping center management and real estate development. Among his many affiliations, he is a member of the New Jersey Council on Aging and the US Congressional Advisory Board.

As the president of Danza Properties, he owns and manages shopping center properties in New York and New Jersey. Mr. Danza has also constructed over 1,000 residential housing projects, including townhouse, single family and multiple-story construction, and over 2,000,000 square feet of commercial projects.

In 1997, Mr. Danza was honored as “Developer of the Year” by Better Homes and Gardens Magazine.



Recently, Mr. Danza welcomed the Touro College Osteopathic Medicine students to the Horton complex as the first class to complete their educational journey. According to Danza, “It has taken us seven years to get here today.”

The creation of the new Danza Leser student fund was announced as a way to benefit students to deal with financial problems. A check for \$5,000 was presented by Danza to start the fund.

Dr. Alan Kadish president of Touro College awarded Danza with a certificate of merit for his dedication and perseverance in bringing Touro to the Horton complex.

“I am proud of each one of you and I know you will achieve many wonderful things.” Danza said. “This is the end result of a long journey that we have made together in many ways.”

The Danza Group

 proudly powered by *WordPress*.

Atlantic Engineering Services, Inc.

2826 Waters Edge Circle
Greenacres, FL 33413

Phone: (561)358-4140
Fax: (561)922-6765
atlanticengserv@gmail.com

Company Profile

Atlantic Engineering Services, Inc. is a full service Engineering and Construction Management firm offering a wide range of services to the public and private sectors. Founded in 2002, our mission is to deliver high quality projects to clients on time and on budget. Careful management, innovation, research, quality assurance and experienced personnel are hallmarks of our service. With over 32 years of engineering and construction experience in a wide variety of services involving all aspects of site development and construction management, including design-build for both complex and small scale projects, Atlantic Engineering staff is ready to serve your project needs.

CONSTRUCTION SERVICES

Atlantic Engineering Services, Inc. is a Florida certified general contracting company and has provided construction services for commercial, residential, tenant improvement, additions, remodeling, and repair projects in Florida. We tailor our services and staff to meet client needs and budget. Our staff is ready to provide the highest quality of services for clients. We assign experienced project superintendents to manage each job. We offer a full service approach to management of construction projects, which results in a single source of accountability for our clients.

Atlantic Engineering Services has completed projects under HUD inspection and is very familiar with Davis-Bacon labor laws. We have worked on projects for Palm Beach County Housing and Community Development, the City of Fort Lauderdale's Housing and Community Development Division, the City of Belle Glade, and the City of Coral Springs.

We partner with the Owner, Architect, funding sources, and other team members to keep initial construction costs down and recommend ways to save on long-term operating costs. We are able to use this progressive attitude to provide top quality at competitive prices. Our strategic recruitment of the finest personnel has enabled Atlantic Engineering Services, Inc. to deliver project expertise with personal care.

**Imtiaz Ahmed, P.E., C.G.C.
President**

Mr. Ahmed has over 32 years of experience in all aspects of engineering, planning, design, and construction. Since 1998, he has been in private practice. He provides planning and engineering assistance on a continuing basis to public and private sector clients. As an engineer, Mr. Ahmed designed several projects that include single, multi-family residential and commercial, site planning and land development work for subdivisions, residential and commercial projects. Mr. Ahmed served for 11 years in the public sector as an engineer, project manager, and chaired the development review committee. He was responsible for the initiation and completion of numerous City capital improvement projects during his tenure.

As a certified general contractor, he supervised the construction of new single-family homes, multifamily-residential projects, commercial projects, renovation/remodeling of residential and commercial projects and included the coordination and management of all subcontractors. He was also responsible for quality control and processing payments to subcontractors, coordination of inspections, and supervision of projects from start to finish. Mr. Ahmed received his Bachelors in Civil Engineering Degree from Bangalore University, India and his Masters Degree in Civil Engineering from Florida International University, Miami. He is a Registered Professional Engineer and State Certified General Contractor in Florida.

**Douglas Tadena
Project Manager**

Mr. Tadena has over 30 years of experience in architecture, engineering, and construction management. He has worked with architectural firms and has prepared construction documents, performed inspections, shop drawing reviews, and other construction related assignments. Mr. Tadena holds a Bachelor's of Science Degree in Architecture and a Bachelor's of Science Degree in Mechanical Engineering with experience in primavera, AutoCAD, and 3D modeling.

**Juan Samperio
Construction Superintendent**

Mr. Samperio has over 20 years of experience in all phases of construction for both residential and commercial. He has worked on all construction projects undertaken by Atlantic Engineering Services, Inc.

**Balfour Wheatley
Construction Superintendent**

Mr. Wheatley has over 25 years of experience in all phases of construction for both residential and commercial. He has worked on all construction projects undertaken by Atlantic Engineering Services, Inc.

**Mansur Ahmed
Project Manager**

Mr. Ahmed has over 15 years of experience working for Atlantic Engineering Services, Inc. He has worked on all phases of engineering and construction projects undertaken by Atlantic Engineering Services, Inc. He is responsible for day to day operations, management, billing, and project coordination for the company.

Project List

Residential

- Old City Hall Historic Building and Apartment Project, Belle Glade, Florida – Mixed Use Project, 5,000 SF commercial on the first floor and 4 apartment units on the second floor and Three Story 30 unit apartment building (Design-Build).
- Dryden Apartments, West Palm Beach, Florida (Design-Build) – 15 Unit Apartment Building.
- Najibe Garden Apartments, Miramar, Florida – 30 Unit Apartment Project (Design-Build) - 15 Unit Apartment Building, Phase 1 Complete Phase 2, 15 Unit Apartment Building, Ongoing.
- Custom Home Project, Southwest Ranches, Florida (Design-Build). 8,500 SF
- Two Custom Homes Project, Lantana, Florida 4,000 SF each (Design-Build).
- Single Family Homes, Port St. Lucie, Florida (Design-Build). Construction of 16 Single Family Homes
- Addition and remodeling of 5,000 SF single family home in Hypoluxo Island (Design-Build).
- Addition and remodeling of 3,500 SF single family home in Boca Raton (Design-Build).
- Replacement house for the City of Fort Lauderdale (Design-Build).
- Several additions to Single Family Homes
- Several rehab projects for Palm Beach County Housing and Community Development Department.

Commercial

- Muslet Retail Building, Belle Glade, Florida Construction of 10,000 SF retail building.

Company Profile of Atlantic Engineering Services, Inc.

Page 4 of 15

- Florida Department of Corrections, City of Belle Glade, Florida
Construction of 4,500 SF office building.
- Lake Shore Civic Center, Belle Glade, Florida
Renovation of 15,000 SF Civic Center.
- America Sound, Belle Glade, Florida
Interior Buildout and Exterior Façade Improvements.
- 172 Avenue A, Belle Glade, Florida
Interior Remodeling of commercial space (Design-Build).
- Darwin Shoppes, Port St. Lucie, Florida
Construction of 21,600 SF Retail Shopping Center including all tenant improvements for Family Dollar store, Chinese restaurant, Pizza & Wings restaurant, Subway, Daycare center, Nail salon, Barber Shop, and Check Cashing Store.
- Sedona Commons, West Palm Beach, Florida
Construction of 25,000 SF Retail shopping center including all interior buildouts.
- Armand Properties, Miami, Florida
Project Management for the Construction of 36,000 SF Retail Shopping Center and all Interior Buildouts of tenant spaces.
- Safety Town Building, City of Coral Springs, Florida.
Construction of 4,500 SF Building for the City of Coral Springs.
- Five Below, Stuart, Florida
Demolition and Interior Building of a 10,000 SF addition.
- Our Lady of Health Catholic Church, Coral Springs, Florida
4,500 SF Fellowship Hall Addition.
- Glades Plaza, Belle Glade, Florida
Exterior Renovations to an 80,000 SF shopping center.
- Rock Island Plaza, Margate, Florida
Construction of 6,800 SF Retail Shopping Center (Design-Build).
- Hibbett Sporting Goods Store, Belle Glade, Florida
Interior Buildout 6,000 SF (Design-Build).
- Torry Island Pavilion, Belle Glade, Florida
Construction of 5,000 SF Pavilion (City Project).
- Subway Restaurants
Interior Buildout of 8 Subway restaurants of which 4 were design-build.
- Marcos Pizza Restaurants
Interior Buildout of 5 Marco's Pizza restaurants.
- Slice of Manhattan, City of Hialeah, Florida
Interior Buildout of 2,000 SF Pizza Restaurant (Design-Build).
- Denny's, Key Largo, Florida
Construction of Denny's restaurant.
- Denny's, Panama City, Florida
Construction of Denny's restaurant (Design-Build).

Company Profile of Atlantic Engineering Services, Inc.

Page 5 of 15

- Denny's Miami Gardens, Florida
Interior Buildout of Denny's restaurant.
- Wendy's, Key Largo, Florida
Construction of Wendy's restaurant (Design-Build).
- Remodel of existing 4,500 SF building into four tenant spaces in West Palm Beach.
- Charter School, North Lauderdale, Florida
Interior Buildout
- CIMA Productions, Doral, Florida
Design, permitting, and construction of renovations for a 10,000 SF night club.
- Chosen Plaza, Belle Glade, Florida, Exterior Improvements (Design-Build).
- 200 MLK Project, Belle Glade, Florida
Remodeling and Interior Buildout (1,850 SF), Ongoing
- Fellowship Hall (10,000 SF), Miami, Florida, Ongoing

Medical

- Florida Cardiopulmonary Center, Orange City, Florida.
Construction of 13,000 SF Medical Facility (Design-Build).
- Dr. Boyle Medical Office, Margate, Florida
Interior Buildout of 2,000 SF Medical Office.
- Forest Hill Medical, Palm Springs, Florida
Construction of 6,000 SF Medical Office Building (Design-Build).
- Dialysis Center, Town of Davie, Florida
Interior Buildout of 4,000 SF Dialysis Center.
- Community Medical Center, West Palm Beach, Florida
3,000 SF Interior Buildout (Design-Build).
- Dr. Barhoush Medical Office, City of Belle Glade, Florida
Interior Buildout of 4,700 SF OBGYN Medical Office (Design-Build).
- Dr. Ahmed Medical Office, Kissimmee, Florida
Interior Buildout of 1,800 SF Medical Office.
- Dr. Amro Medical Office, Boynton Beach, Florida
Interior Buildout of 2,200 SF Orthopedic Medical Office (Design-Build).
- Immediate Care, Greenacres, Florida
3,000 SF Medical Office Building on a 2 acre site included complete site work (Design-Build).
- Rock Island Medical Office, Margate, Florida
Ground-up Construction of 2,700 SF Medical Office (Design-Build).
- Dr. Bacchus Medical Office, Palm Springs, Florida
Interior Buildout of 2,000 SF Medical Office.
- Dr. Gupta Medical Office, Lighthouse Point, Florida
Construction of 4,500 SF Medical Office.
- Lighthouse Point Surgery Center (8,500 SF), Lighthouse Point, Florida
Ongoing.

ATLANTIC COUNTY O₃

DEVELOPER

Each member of the O3 management team brings a proven track record and tremendous execution experience in structuring complex investments. Collectively they have over \$1.5 billion of real estate development and finance projects, over forty years of public finance, planning and local government economic development experience.



RICHARD KOORIS, CHIEF INVESTMENT OFFICER

- 40 years' experience as an entrepreneur and real estate developer
- Founded and operated companies in the motion pictures and technology fields
- Developing a commercial and residential real estate portfolio valued at over \$250 million, focused on urban infill and low-income census tracts in Austin, Texas.
- Core strengths in financial modeling.



CHUCK LESNICK, CHIEF EXECUTIVE OFFICER

- 35 years' experience in federal, state and local government
- Former Yonkers City Council President and President of Westchester Municipal Officials, who also held senior legal and economic development positions at US Dept of HUD, NYS UDC and also HCR, and City of Yonkers.
- Urban Planner & Lawyer focused on Real Estate Development, Property Management, Sustainability & Opportunity Zones.



LEN SCHWARTZ, CHIEF OPERATING OFFICER

- 40 years' experience in property management and development
- Has developed and/or managed of 2,500 residential and commercial units in NYC region.
- Urban Planner with core strengths in property management, relocation, rehabilitation and tax credit compliance. Focused on the delivery of high quality construction with reduced costs.

ACO3 is seeking investors to join them in investing in the development of Building #2 at the NARTP. They will also help facilitate the investment of capital funds in many of the companies who will locate and grow in Building #2. They can set up each Qualified Opportunity Zone Business ("QZOB") and oversee semi-annual compliance testing and reporting to make sure that each investor's profits are secure and proper and that the QOZBs in the NARTP can gain access to necessary capital at subsidized rates.

Richard and Laura Kooris Real Estate Development Resume



The Kooris' have owned and successfully developed property in Austin's East Sixth Street corridor since 1976, a time when few other developers had foreseen the potential of this area. We currently own and operate **Pegalo Properties Inc.**, a property management and development firm that manages the 75,000 square foot commercial office and studio development housed in four renovated warehouse buildings, one block south of the Sixth and Brushy intersection in Austin, Texas.

The 501 Studios project began as four empty warehouse buildings and has been restored into one of the premier specialized commercial office and studio developments in the downtown Austin area. The studio complex is home to ninety individual company tenants, primarily concentrated in film, video, audio and digital design and includes a well-known restaurant, venue, and coffee shop. We functioned as developers, designers, and general contractors on the entire project.

Since developing 501 Studios, the Kooris' have successfully completed a number of other significant commercial and residential real estate development projects, including the acquisition of sites, design, construction, and sale of 41 speculative residential urban infill dwellings, primarily in East and South Austin.

Here is a link to one of our current residential infill projects, Milam Grove. It is sold out and all twelve of the homes have been delivered to happy Buyers.

<https://www.facebook.com/milamgrove/>

We have two other large commercial and mixed-use projects currently under development in Austin.

1100 East Fifth Street

This is a six story 160,000 sq. ft. office building on one of the premier development sites in East Austin. We have obtained all entitlements and will begin construction when the market signals its readiness for a project of this type.



Gallery of Completed Commercial Projects



1021 East Seventh Street- 11,000 sq. ft. renovated contemporary office building.



900 East Sixth Street- 25,000 sq. ft. ground up construction of 24-unit condo project, with 18 residential units and six commercial units. Sold out 2007.



1001 East Sixth Street – The Kooris' were the landowners and major investor in the development of Corazon, a 263 unit mixed use multi-family and retail project.



1100 East Fifth St. – Restoration of a 16,000 sq. ft. metal Quonset hut into one of the premiere private events facilities in Austin.



901 East Sixth St. – Co-developer of a 130,000 sq. ft. creative office building with 280 below grade parking spaces in an urban setting east of the CBD. This building was completed in the summer of 2019 and sold to a long-term investor for the highest price per square foot of any office building in Texas.

See: <https://901e6th.com/>

Leonard Schwartz

Development Experience

1. Developer of 189 affordable housing units (LIHTC) in six buildings with commercial space located in Bronx, NY. These were vacant formally NYC owned properties that required complete gut renovation including full replacement of all mechanical electrical and plumbing systems, new bathrooms kitchens, windows, and roofing. Completed in 2002 at a cost of \$ 12,000,000. In 2021, Mr. Schwartz successfully converted the project out of tax credit status. It operates with an additional 15- year affordability agreement.
2. Developer of 56 affordable housing apartments in Bronx, NY using a combination of private bank and NYC loans, as well as LIHTC Funds. The building had been extensively damaged by fire. Completed in 2020.
3. In the past 27 years and previous to the building of the above listed developments Mr. Schwartz has been the developer/partner of several other affordable housing projects and renovations throughout New York City. Over 900 units of affordable housing units were created and/or preserved in building ranging in size from 50 to 300 apartments.

Morris Heights Apartments -Bringing 56 Affordable Housing Units back to Life



RMA • PROPERTY & RENTAL MANAGEMENT

THE RENTAL AGENT/PROPERTY MANAGER - RMABRONX.NET



RMA New York
215 East 164th Street
Bronx, NY 10456

RMA Florida
4526 Shanewood Center
Orlando, FL 32837

FOR MORE INFORMATION, PLEASE CALL 718-538-5000

Rental Management Associates Inc.

Rental & Management Associates was organized in 1963 to manage a growing portfolio of affordable and market rate cooperative, condominium and rental housing and associated commercial units. As a sales and management agent for over 2,000 units of federal, state, city, and private housing and businesses, over a period of years, RMA provides high-quality services through its senior executive managers. RMA can address the challenges required to develop unique and innovative programs into effective buildings. We manage tax credit projects and rent regulated buildings with a depth of development, sales, management, maintenance, and rehabilitation experience.

- Plan and develop more housing and business opportunities.
- Manage all properties prudently.
- Provide top quality consultant services by maintaining exemplary standards of high performance, responsibility, integrity, honesty, and fairness.
- Experiment and innovate to solve challenges in changing commercial markets.
- Serve the community well in development, management, and community planning.

RMA is entering its sixth decade of providing an array of housing and economic development services. Today, more than ever, this requires unique knowledge, experience, dedication, and creativity, all of which are RMA hallmarks.

RMA's KEY STAFF



PHILIP SCHORR, PH.D., PRESIDENT

Philip Schorr has spent his career working in the areas of property management, development, and relocation programs for public and private agencies. RMA and its associated companies was started by Philip Schorr in 1960 after he had worked for ten years at the NYC Housing Authority and then on a few projects for Robert Moses including the clearing of the site on the upper west side of Manhattan where Lincoln Center and Fordham Law School now stands. He started the Relocation Sheridan OZ Fund in 2019.

He holds graduate degrees in Public Administration from New York University and is a Professor Emeritus of Public Administration at Long Island University, and a former Executive Director, Center for Real Estate and Community Development at L.I.U. He is the author of two books, *Planned Relocation* and *Critical Cornerstone of Public Administration*. He received a Presidential Citation from President Ronald Regan in 1987 for Promoting Affordable Housing.

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THE RENTAL AGENT/PROPERTY MANAGER - RMABRONX.NET

RMA's KEY STAFF



CHUCK LESNICK, VICE PRESIDENT

Chuck has worked for Rental & Management Associates at various points during his career when he was not working in public service. He is the former Deputy Counsel & Assistant Commissioner for the New York State Homes & Community Renewal. He started the Lesnick OZ Fund in 2019 and is a partner in the O3 Asset Management Fund.

The former Yonkers City Council President, Lesnick championed adaptive re-use of historic buildings, smart growth & transit-oriented development, and a robust Affordable Housing Ordinance. In a previous stint as Yonkers Director of Economic Development he helped plant the seeds of the current waterfront downtown renaissance by obtaining funds to restore the historic Yonkers City Pier and led the efforts to obtain and restore Federal and state Economic Development Zone designations. At various points in his career Lesnick worked for the NYS Urban Development Corporation as the Director of Commercial Revitalization and for the US Dept. of Housing & Urban Development as both a Community Building and Economic Development Specialist for the NY/NJ Region. He also served as a Regional Representative to former Governor Mario Cuomo and also to Governor Andrew Cuomo for Westchester, Rockland & Putnam. Lesnick is a past President of the Westchester Municipal Officials Association and also served on the Westchester Collaborative Tax Assessment Commission. He has a BA in Economics & Political Science from Yale, a Masters in Policy Analysis & Economic Development from Princeton's School of Public & International Affairs, and a JD from the NYU School of Law.



LEN SCHWARTZ, CHIEF OPERATING OFFICER

Len has responsible for approximately 2500 residential and commercial units throughout New York City. He has improved maintenance procedures while reducing overall costs. He is experienced in compliance with rent regulation HUD and state Tax Credits for moderate income, and commercial tenants. He Co-authored several development proposals for low and moderate-income housing with ancillary commercial tenants and participated in their development.

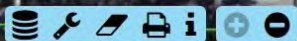
He is also a Partner and Manager for the Bronx Housing Investment Group where he developed and managed 187 units of Tax Credit Housing through the NYC Neighborhood Entrepreneur Program. He successfully worked with residents and HPD to create a relocation and rehabilitation plan allowing units to be fully renovated. He started the Davina OZ Fund in 2019 and is a partner in the O3 Asset Management Fund.



ANIL IKRAM, CHIEF FINANCIAL OFFICER

Anil holds a Bachelor of Science Degree in Accounting from Herbert Lehman College. His many responsibilities include preparing and submitting monthly and quarterly financial statements (trial balance, profit/loss statement, balance sheet, including the schedule of accounts receivable and payable) to partners/owners. He records monthly accruals and analyzes income and expense accounts for accuracy. He serves as the liaison for the acquisitions and sales of properties. Reconcile cash and escrow accounts to bank statements. Prepare, and ensure process of documentation for reimbursement from operating and replacement reserve accounts. Oversee accounts payable, receivable, payroll, and legal departments. Interact with employees on a daily basis to resolve issues and other technical questions they have encountered. Prepare and submit all year's end financial statements to independent auditors to prepare tax returns. Prepare and submit RPIE report to the City of New York for eligible properties. Supervise accounting staff and activities.

Search by Owner, Address or Parcel



Measuring ✕

Distance: 378.26 feet / 0.072 miles
Distance: 229.949 feet / 0.044 miles
Distance: 379.622 feet / 0.072 miles
Distance: 230.776 feet / 0.044 miles

Finished Measuring

Total Distance: 1,218.607 feet / 0.231 miles



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7. 00434330030340420

Prepared by and return to:
Scott L. McMullen, Attorney at Law
Jones Foster P.A.
4741 Military Trail, Suite 200
Jupiter, FL 33458
561-659-3000
File Number: **31795.1**

Consideration: ~~\$300,000.00~~

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Warranty Deed

This Warranty Deed made this **6th** day of **January, 2022**, between **Demitrios Theodossakos and Efrosini Theodossakos, husband and wife**, whose post office address is **6410 Brevard Avenue, West Palm Beach, FL 33408**, grantor, and **Danza of Westgate LLC, a Florida limited liability company**, whose post office address is **11259 Edgewater Circle, Wellington, FL 33414**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

Lots 7 through 10, Block 34, West Gate Estates (Northern Section), according to the map or plat thereof as recorded in Plat Book 8, Page 38, Public Records of Palm Beach County, Florida.

Parcel Identification Number: 00-43-43-30-03-034-0070

SUBJECT TO restrictions, reservations, conditions, dedications, limitations and easements of record, and taxes for the current year and all subsequent years.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: Jane Lincoln

[Signature]
Witness Name: DANA J. WALKUP

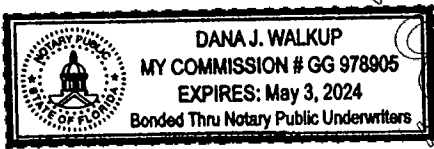
Demetrios Theodossakos, by
Intouressi Theodossakos, her attorney in
Demetrios Theodossakos fact

Efrosini Theodossakos, by
Intouressi Theodossakos, her attorney
Efrosini Theodossakos in fact

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of January, 2022, by Demetrios Theodossakos and Efrosini Theodossakos, who are personally known or have produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: Dana J. WALKUP

My Commission Expires: _____

Not a Certified Copy

CFN 20070016414
OR BK 21294 PG 1845
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Palm Beach County, Florida
AMT 255,000.00
Doc Stamp 1,785.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1845 - 1846; (2pgs)

Prepared by and return to:

Thomas J. Baird, P. A.
11891 U. S. Highway One, Suite 105
North Palm Beach, FL 33408
561-625-4400
File Number: 06B-1203
Will Call No. 04

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 4th day of January, 2007 between **Francesco Desiderio, a married man** whose post office address is **246 Gray Street, West Palm Beach, FL 33405**, grantor, and **Westgate Belvedere Homes Community Redevelopment Agency, a corporation** whose post office address is **3323 Belvedere Road, # 501, West Palm Beach, FL 33406**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida** to-wit:

The East 10 Feet of Lot 11 and all of Lots 12 to 15 inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat 8, Page 38 of the Public Records of Palm Beach, Florida.

Parcel Identification Number: 00-43-43-30-03-034-0111

and

The West 15 feet of Lot 11, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat 8, Page 38 of the Public Records of Palm Beach, Florida.

Parcel Identification Number: 00-43-43-30-03-034-0112

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 246 Gray Street, West Palm Beach, FL 33405

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2006**.

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This is not a certified copy

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: Thomas J. Desiderio


[Signature]
Witness Name: MJ Wygant

[Signature] (Seal)
Francesco Desiderio

State of Florida
County of Palm Beach

The foregoing instrument was sworn to and subscribed before me this 4th day of January, 2007 by Francesco Desiderio, who is personally known or has produced a driver's license as identification.

[Notary Seal]

 Mary-Joette Wygant
My Commission DD278151
Expires April 28, 2008

[Signature]
Notary Public
Printed Name: _____
My Commission Expires: _____

CFN 20070455714
OR BK 22146 PG 1087
RECORDED 09/28/2007 15:23:21
Palm Beach County, Florida
ANT 60,000.00
Doc Stamp 420.00
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1087; (1pg)

Prepared by and return to:
Curtis L. Shenkman, Esq.

DeSANTIS, GASKILL, SMITH & SHENKMAN, P.A.
Suite 100 11891 U.S. Highway One
North Palm Beach, FL 33408
561-622-2700
File Number: 24528.003
Will Call No. 53-JDM

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 28th day of September, 2007 between Nestor Fonseca, a married man whose post office address is 2416 Kentucky Street, West Palm Beach, FL 33406, grantor, and Westgate/Belvedere Community Redevelopment Agency, a dependent special district whose post office address is 160 Australian Avenue, Suite 500, West Palm Beach, FL 33406, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County Florida to-wit:

Lots 40 and 41, Block 34, WEST GATE ESTATES, (Northern Section) according to the plat thereof, as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

Parcel Identification Number: 00-43-43-30-03-034-0400

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 2416 Kentucky Street, West Palm Beach, FL 33406.

Subject to taxes for 2007 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2006.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Humberto Nieto

Nestor Fonseca (Seal)
Nestor Fonseca

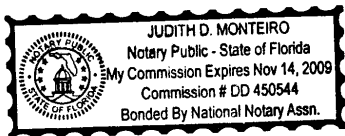
Witness Name: Judith D Monteiro

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 28th day of September, 2007 by Nestor Fonseca, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Judith D Monteiro
Notary Public



Printed Name: _____

My Commission Expires: _____

DoubleTime

Prepared by and return to:
Scott L. McMullen, Attorney at Law
Jones Foster P.A.
4741 Military Trail, Suite 200
Jupiter, FL 33458
561-659-3000
File Number: **26504.29**

Consideration: ~~\$300,000.00~~

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Warranty Deed

This Warranty Deed made this 1st day of **November, 2021**, between **West Palm Beach Apartments, West, L.C., a Florida limited liability company**, whose post office address is **P.O. Box 30247, West Palm Beach, FL 33420**, grantor, and **Westgate/Belvedere Homes Community Redevelopment Agency**, whose post office address is **1280 N. Congress Avenue, Suite 215, West Palm Beach, FL 33409**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

Lots 42, 43, 44 and 45, Block 34, West Gate Estates (Northern Section), according to the plat thereof as recorded in Plat Book 8, Page 38, Public Records of Palm Beach County, Florida.

Parcel Identification Number: 00-43-43-30-03-034-0420

SUBJECT TO restrictions, reservations, conditions, dedications, limitations and easements of record, and taxes for the current year and all subsequent years.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

West Palm Beach Apartments, West, L.C., a Florida limited liability company

By: AJKD Holdings, Inc., a Florida corporation, Its: Manager

By: *Amerigo Foriere*
Amerigo Foriere, President

This is a Certified Copy
Sean McPherson
Witness Name: SCOTT L. McMULLIN
Cynthia R. Flurer
Witness Name: CYNTHIA R. FLURER

(Corporate Seal)

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of October, 2021 by Amerigo Foriere, President of AJKD Holdings, Inc., a Florida corporation, as Manager, on behalf of the corporation for West Palm Beach Apartments, West, L.C., a Florida limited liability company. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]



CYNTHIA R. FLURER
Commission # HH 088484
Expires May 24, 2025
Bonded Thru Budget Notary Services

Cynthia R. Flurer
Notary Public

Printed Name: _____

My Commission Expires: _____



CFN 20050503555
 OR BK 19061 PG 0695
 RECORDED 08/10/2005 14:33:56
 Palm Beach County, Florida
 AMT 337,000.00
 Doc Stamp 2,359.00
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0695 - 696; (2pgs)

Prepared by and return to:
 Ryan & Ryan Attorneys', P. A.
 11891 U.S. Hwy. One, Suite 201
 North Palm Beach, FL 33408

File Number: 05B-1210
 Will Call No.: 94

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Warranty Deed

This Warranty Deed made this 3rd day of August, 2005 between Robert E. Reece, a married man whose post office address is P. O. Box 332123, Big Pine Key, FL 33043, grantor, and Westgate/Belvedere Homes Community Redevelopment Agency whose post office address is 3323 Belvedere Road, Building 501, West Palm Beach, FL 33406, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

Lots 1, 2, 3, 4, 5 and 6, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat 8, Page 38 of the Public Records of Palm Beach, Florida.

Parcel Identification Number: 00-43-43-30-03-034-0010

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 3688 Treasure Island Street, Big Pine Key, Florida 33043.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Judith A. Reece
Witness Name: JUDITH A. REECE

Robert E. Reece (Seal)
Robert E. Reece

Lori D. Heinemann
Witness Name: LORI D. HEINEMANN

State of Florida
County of MONROE

On AUGUST 2ND 2005, before me, ROBERT E. REECE,
a Notary Public in and for said Commonwealth/State and County/Parish personally appeared Robert E. Reece personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

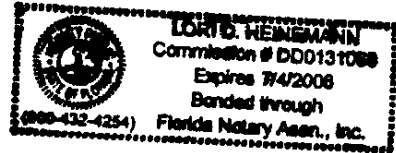
WITNESS my hand and official seal.

[Notary Seal]

Lori D. Heinemann
Notary Public

Printed Name: LORI D. HEINEMANN

My Commission Expires: 07.04.06



DoubleTime
Copies



CFN 20060514435
 OR BK 20817 PG 1731
 RECORDED 09/06/2006 16:11:03
 Palm Beach County, Florida
 AMT 500,000.00
 Doc Stamp 3,500.00
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1731 - 1734; (4pgs)

Prepared by:
 Ryan & Ryan Attorneys', P. A.
 Return to:
 Brokers Foundation Title Fund
 11891 U.S. Hwy. One, Suite 201
 North Palm Beach, FL 33408

File Number: 06B-1146
 Will Call No.: 94

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Warranty Deed

This Warranty Deed made this 31st day of August, 2006 between Sandra Abrams, a married woman, Dolly Moore, a single woman a/k/a Dolores Moore and Sherry Herrick, a single woman whose post office addresses are 1377 Sea Pines Street, Mesquite, NV 89027; 987 Glen Oak Lane, Glenwood Springs, CO 81601; 8176 SE Leona Lane, Johnson City, OR 97267, grantor, and Westgate/Belvedere Homes Community Redevelopment Agency whose post office address is 3323 Belvedere Road, Building 501, West Palm Beach, FL 33406, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor, in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

Lots 31 thru 39, inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat 8, Page 38 of the Public Records of Palm Beach, Florida.

Parcel Identification Number: 00-43-43-30-03-034-0310

Grantors warrant that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address are: 1377 Sea Pines Street, Mesquite, Nevada 89027; 987 Glen Oak Lane, Glenwood Springs, Colorado 81601; and 8176 SE Leona Lane, Johnson City, Oregon 97267, respectively.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2005**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: Michael Duncan

[Signature]
Witness Name: STANLEY HECKEY

Witness Name: _____

Witness Name: _____

Witness Name: _____

Witness Name: _____

[Signature]
[Signature] (Seal)
Sandra Abrams

(Seal)
Dolly Moore

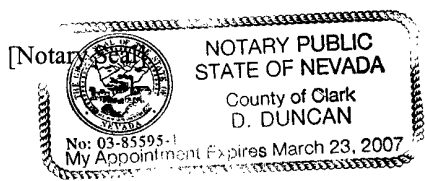
(Seal)
Sherry Herrick

State of Nevada
County of Clark

On August 23, 2006, before me, D Duncan,
a Notary Public in and for said Commonwealth/State and County/Parish personally appeared Sandra Abrams personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public



In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: _____

Sandra Abrams (Seal)

Witness Name: _____

Ann Hedges
Witness Name: Ann Hedges

Dolly Moore
Dolly Moore (Seal)

Joan Bass
Witness Name: Joan Bass

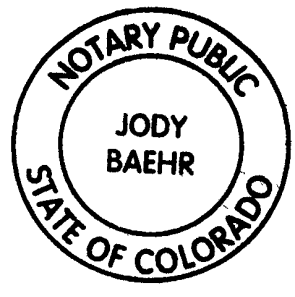
Witness Name: _____

Sherry Herrick (Seal)

Witness Name: _____

State of Colorado
County of Garfield

On 24 August 2004, before me, Jody Baehr,
a Notary Public in and for said Commonwealth/State and County/Parish personally appeared Dolly Moore personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.



[Notary Seal]

WITNESS my hand and official seal.
Jody Baehr
Notary Public
My Commission Expires 7-23-2009

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: _____

Sandra Abrams (Seal)

Witness Name: _____

Witness Name: _____

Dolly Moore (Seal)

Witness Name: _____

Gina Kazakos
Witness Name: GINA KAZAKOS

Sherry Herrick
Sherry Herrick (Seal)

Kenneth E. Canary
Witness Name: KENNETH E. CANARY

State of Oregon
County of Clackamas

On Aug 23, 2006, before me, Gerri Willich

a Notary Public in and for said Commonwealth/State and County/Parish personally appeared Sherry Herrick personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Gerri Willich

Notary Public



CFN 20060514435
 OR BK 20817 PG 1731
 RECORDED 09/06/2006 16:11:03
 Palm Beach County, Florida
 AMT 500,000.00
 Doc Stamp 3,500.00
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1731 - 1734; (4pgs)

Prepared by:
 Ryan & Ryan Attorneys', P. A.
 Return to:
 Brokers Foundation Title Fund
 11891 U.S. Hwy. One, Suite 201
 North Palm Beach, FL 33408

File Number: 06B-1146
 Will Call No.: 94

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 31st day of August, 2006 between Sandra Abrams, a married woman, Dolly Moore, a single woman a/k/a Dolores Moore and Sherry Herrick, a single woman whose post office addresses are 1377 Sea Pines Street, Mesquite, NV 89027; 987 Glen Oak Lane, Glenwood Springs, CO 81601; 8176 SE Leona Lane, Johnson City, OR 97267, grantor, and Westgate/Belvedere Homes Community Redevelopment Agency whose post office address is 3323 Belvedere Road, Building 501, West Palm Beach, FL 33406, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor, in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

Lots 31 thru 39, inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat 8, Page 38 of the Public Records of Palm Beach, Florida.

Parcel Identification Number: 00-43-43-30-03-034-0310

Grantors warrant that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address are: 1377 Sea Pines Street, Mesquite, Nevada 89027; 987 Glen Oak Lane, Glenwood Springs, Colorado 81601; and 8176 SE Leona Lane, Johnson City, Oregon 97267, respectively.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2005**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: Michael Duncan

[Signature]
Witness Name: STANLEY HECKEY

Witness Name: _____

Witness Name: _____

Witness Name: _____

Witness Name: _____

[Signature]
[Signature] (Seal)
Sandra Abrams

(Seal)
Dolly Moore

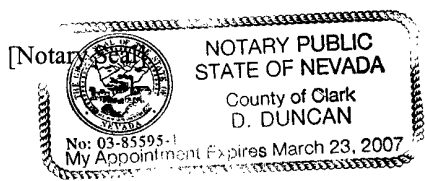
(Seal)
Sherry Herrick

State of Nevada
County of Clark

On August 23, 2006, before me, D Duncan,
a Notary Public in and for said Commonwealth/State and County/Parish personally appeared Sandra Abrams personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public



In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: _____

Sandra Abrams (Seal)

Witness Name: _____

Ann Hedges
Witness Name: Ann Hedges

Dolly Moore
Dolly Moore (Seal)

Joan Bass
Witness Name: Joan Bass

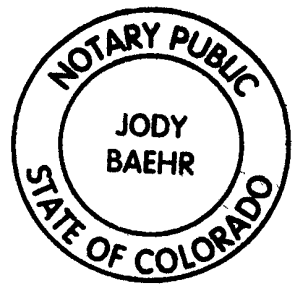
Witness Name: _____

Sherry Herrick (Seal)

Witness Name: _____

State of Colorado
County of Garfield

On 24 August 2004, before me, Jody Baehr,
a Notary Public in and for said Commonwealth/State and County/Parish personally appeared Dolly Moore personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.



[Notary Seal]

WITNESS my hand and official seal.
Jody Baehr
Notary Public
My Commission Expires 7-23-2009

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: _____

Sandra Abrams (Seal)

Witness Name: _____

Witness Name: _____

Dolly Moore (Seal)

Witness Name: _____

Gina Kazakos
Witness Name: GINA KAZAKOS

Sherry Herrick
Sherry Herrick (Seal)

Kenneth E. Canary
Witness Name: KENNETH E. CANARY

State of Oregon
County of Clackamas

On Aug 23, 2006, before me, Gerri Willich

a Notary Public in and for said Commonwealth/State and County/Parish personally appeared Sherry Herrick personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Gerri Willich

Notary Public

FOURTH AMENDMENT TO THE OPTION AGREEMENT

THIS FOURTH AMENDMENT (the "Fourth Amendment") to the Option Agreement (the "Agreement") described below, is made as of March 5, 2024 (the "Effective Date") by and between Westgate/Belvedere Homes Community Redevelopment Agency, a dependent special district of Palm Beach County, Florida (the "WCRA"); and Danza of Westgate LLC, a Florida limited liability company (hereinafter, "Danza") (collectively the "Parties" and each a "Party").

WHEREAS, the Parties entered into that certain Agreement dated February 24, 2021, with respect to the WCRA granting Danza the Option to purchase certain real property ("the Property");

WHEREAS, pursuant to Section 1.1 of the Agreement, Danza requested to extend the Option Period for an additional twelve (12) months; and

WHEREAS, at the WCRA Board Meeting held on January 10, 2022, Danza's request to extend the Option Period for an additional twelve (12) months was approved by the Board of Directors of the WCRA; and

WHEREAS, at the WCRA Board Meeting held on February 13, 2023, Danza's request to extend the Option Period for an additional One hundred and Twenty (120) days from February 24, 2023, to June 24, 2023, was approved by the Board of Directors of the WCRA; and

WHEREAS, at the WCRA Board Meeting held on August 14, 2023, Danza's request to extend the Option Period for an additional six (6) months to February 14, 2024, was approved by the Board of Directors of the WCRA; and

WHEREAS, due to the timing of various governmental entities who must review and deliberate on Danza's requests for various approvals, Danza requires an additional six (6) months to fulfill its obligations under the Agreement; and

WHEREAS, at the WCRA Board Meeting held on February 12, 2024, Danza's request to extend the Option Period for and additional six (6) months from February 14, 2024, to August 14, 2024, was approved by the Board of Directors of the WCRA; and

WHEREAS, the Parties now desire to amend the Agreement in certain respects as more particularly set forth below; and

NOW THEREFORE, in consideration of the mutual representations, warranties and covenants as hereinafter set forth, the Parties agree as follows:

1. The terms and conditions of the Agreement, First Amendment, Second Amendment, and Third Amendment are incorporated by reference herein. Notwithstanding the foregoing, in the event of a conflict between the terms and conditions of the Agreement, the First

Amendment, Second Amendment, Third Amendment and this Fourth Amendment, the terms of this Fourth Amendment shall control.

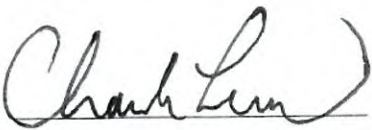
2. Article 1.1 of the Agreement is hereby modified to state the following.

1.1 **Term of Option.** DANZA has the right to exercise the Option, commencing on the Effective Date and ending August 14, 2024 (the "Option Period"). In the event that DANZA determines that further time is required to obtain the necessary entitlements and fulfill the obligations herein, the WCRA agrees to extend the Option Period provided that the WCRA reasonably determines DANZA has acted in good faith, and has, and will continue to, act with due diligence toward meeting the conditions to be met in Article 2 hereof.


3. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of Florida. The Parties agree not to challenge jurisdiction of the court or venue of courts in Palm Beach County, Florida, such venue to be the sole and exclusive venue for the enforcement of this Fourth Amendment.
4. Except as specifically modified hereby, all of the provisions of the Agreement which are not in conflict with the terms of this Fourth Amendment shall remain in full force and effect.
5. Headings are for convenience only and are not intended to expand or restrict the scope or substance or the provisions of this Fourth Amendment. Whenever used herein, the singular shall include the plural, and the plural shall include the singular.
6. This Fourth Amendment may be executed in two or more counterparts (including by electronic transmission), all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, this Fourth Amendment is entered into as of the date first written above.

DANZA OF WESTGATE, LLC

By: 
Name: Charles Lernick
Title: Member

**WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT
AGENCY**

By: 
Name: ELIZEE MICHEL
Title: Executive Director



WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY

Monday February 13, 2023 Board Meeting

1280 N. Congress Ave. Suite 215

West Palm Beach FL 33409

**NOTE: Agenda Summary (Pages 3 - 5)
Staff Report (Pages 6 - 12)**

- I. CALL TO ORDER / ROLL CALL**
- II. AGENDA APPROVAL**
 - 1. Additions, Deletions, Substitutions to Agenda**
 - 2. Adoption of Agenda**
- III. ADOPTION OF W/BH JANUARY CRA MINUTES (Pages 13 - 19)**
- IV. PUBLIC COMMENTS**
- V. DISCLOSURES**
- Vi. CONSENT AGENDA**
- VII. REGULAR AGENDA**
 - 1. Request of Three-Month Extension for the Danza Group Option Agreement (Page 20 - 31)**
 - 2. Approval and Authorization to Advertise RFP for Westgate and Cherokee Properties (Pages 32- 44)**
 - 3. Approval of Cost Increase for Belvedere Heights Phase II (Page 45 - 50)**
 - 4. Approval of Payment to Palm Beach County Engineering Department for Construction Engineering and Inspection of the Westgate Avenue Streetscape Project (Page 51- 88)**
- VIII. REPORTS**
 - A. Staff Reports**

**Correspondence (Pages 89 – 91)
Attorney's Report**

B. Committee Reports and Board Comments

1. **Administrative/Finance –**
2. **Capital Improvements – Chair, Mr. Daniels**
3. **Land Use –**
4. **Real Estate – Chair, Mr. Kirby**
5. **Marketing –**
6. **Community Affairs –**
7. **Special Events – Chair, Ms. Ruffy**
8. **Correspondences**

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/Belvedere Homes CRA Board Meeting
In Person and Via Zoom
February 13, 2023

REGULAR AGENDA

1. Request of a Three-Month Extension for the Danza Group Option Agreement

A. Background and Summary: The CRA Board executed an Agreement with the Danza Group on February 24, 2021. The Agreement provided that the Group had one year from the date of the execution of the Agreement to exercise the option to acquire the properties from the CRA. This Option Period will expire on February 24, 2022 and was extended for another year to February 24, 2023.

Prior to the expiration of the Option Period, Danza needs to demonstrate to the reasonable satisfaction of the WCRA, first, that the Group has cash on hand sufficient to acquire and redevelop the property substantially as set forth in the Agreement and second, that the Group has obtained from Palm Beach County and other applicable land development regulators approvals which allows Danza to develop the project detailed in the Option Agreement.

In 2022, Danza had indicated that they met the first condition. The Group applied to Palm Beach County for land development entitlement last year. The application is for a mixed-use 46-unit multifamily dwelling and 12,500 sf of commercial space. The application has gone through several steps of the approval process. The consultant believes that they will receive their approval in another two months. He believes that a three-month extension to May 24, 2023, will give them enough time to receive the entitlements required by the Option Agreement.

B. Recommendation: Staff recommends that the Board approve a three-month extension of the Option Period and the Option Agreement with the Danza Group.

2. Approval and Authorization to Advertise RFP for Westgate and Cherokee Properties

A. Background and Summary: The Westgate/Belvedere Homes CRA is requesting development proposals from interested parties for the redevelopment of a site consisting of three (3) parcels of land owned by the CRA and two (2) parcels of land which are

privately owned. The sale of the CRA properties is being offered as an entire set. The Proposers are encouraged to negotiate with the owners of the adjacent lands.

The CRA-owned lands (Lots C1-C3) total approximately 0.65 acres and are located within the western portion of Block 34 as indicated in attached Exhibit A. Lots N1 & N2, totaling approximately 0.33 acres, are not owned by the Westgate CRA, but are deemed essential to the redevelopment of this block. The CRA may purchase more properties before the submission deadline of the RFP. The CRA is seeking proposals that will ensure contiguous development.

The factors that the CRA will use in evaluating proposals include, but are not limited to, the following:

1. The qualifications (previous experience and capabilities) and financial capacities of the Proposer as they would indicate its ability to complete the project. Public/private partnership is encouraged.
2. The prospects for market and financial feasibility of the proposed project.
3. The level of commitment of financing sources.
4. The potential tax revenues generated by the project.
5. The number of quality, workforce housing units that will be provided.
6. The extent to which the project includes an outreach to the surrounding neighborhood in terms of small business development and employment opportunities.
7. The number of parking spaces created and their availability for public use.
8. The extent to which the mix of the proposed land uses supports the other land uses in the commercial corridor within the redevelopment area.
9. The quality of site planning and building design proposed for the project.
10. Use of minority/women owned businesses as subcontractors or minority/women controlled partnerships in the development process.

The following is a proposed schedule for the issuance of the RFP:

RFP Issuance Date: February 23, 2023

RFP Response Deadline: March 23, 2023

Review, rank, and selection of top respondents by
Review Committee no later than: April 3, 2023

Presentations and selection made by top respondents
to CRA Board: April 10, 2023

B. Recommendation: Approve and authorize staff to advertise the RFP for the Westgate and Cherokee properties.

3. Approval of Cost Increase for Belvedere Heights Phase II

A. Background and Summary: On March 9, 2021, the CRA entered into an interlocal agreement with Palm Beach County through the Water Utility Department to install certain utilities in the Belvedere Heights Phase II. Section 3 of the Interlocal Agreement stipulates that the CRA should approve any construction costs increase and execute a letter of amendment modifying Exhibit B to the interlocal agreement.

The cost increase is due to driveway removal, restoration, and additional drainage pipe as indicated in Exhibit B. The work supplements total \$48,871.01.

B. Staff Recommendation: Staff recommends that the Board approve the \$48,871.01 cost increase for the Belvedere Heights Phase II project.

4. Approval of Payment to Palm Beach County Engineering Department for Construction Engineering and Inspection of the Westgate Avenue Streetscape Project

A. Background and Summary: The Westgate Avenue Streetscape Project is back on track. The County has secured a group to provide Construction Engineering and Inspection (CEI) for the project. An amount of \$811,233.50 has been requested to pay for the CEI services.

B. Staff Recommendation: Staff recommends that the Board authorize staff to provide \$811,233.50 to Palm Beach County to cover CEI cost for the Westgate Avenue Project.



BOARD MEETING

February 13, 2023

Staff Update on In-House Projects

2023-B Solid Waste Authority Blighted & Distressed Properties Grant Application (SUBMITTED)

Background: CRA Staff has submitted a grant application to the SWA through its Blighted & Distressed Properties Clean-Up Grant Program for funding to demolish the structure at 1304 Seminole Blvd. The Program has been modified and will now only cover costs associated with demolition. Lot clearing and vegetation removal must be covered by the Agency. The SWA Governing Board will vote to approve funding at their February meeting.

SFWMD Compensating Floodplain Storage Mitigation Bank (ONGOING)

Background: The CRA is working with Higgins Engineering and SFWMD to formalize a storm water storage mitigation/redevelopment credit program using the Dennis Koehler Preserve retention lake for redevelopment projects within a certain basin or sub-basin. Higgins Engineering estimates that at least 30 acre feet could be available to redevelopment projects to offset storage requirements. Some of those acre feet have already been pledged to the Greene Apartments and Autumn Ridge projects.

Website & CRA Logo Redesign/Re-Branding (IN PROCESS)

Update: the CRA's new logo is finalized. Staff will begin to use on letterhead and reports. The new website structure is built and the creation of new content is underway; it will be launched by the end of February 2023.

Background: the 2017 CRA Redevelopment Plan identified Market Positioning, specifically a "Re-brand & Re-boot Westgate" campaign, as a necessary focus area to implement the goals & objectives of the Agency. An updated, modern and more functional website, along with a re-branded logo will set the stage for a push toward economic development. CRA staff is working with Dang Good Graphics, the Agency's current website administrator/designer on a new website and logo. Staff will seek Board input on the working logo proof at the September Board meeting.

Streetlights for Westgate Estates (IN PROCESS)

Background: CRA staff is in discussions with FP&L to install street lighting in areas of Westgate Estates where there are currently dark areas. This effort is in response to community concerns brought to the Agency's attention in January around an increase in burglaries and vandalism.

2022 WCRAO/ULDC Amendments (IN PROCESS)

Update: Staff met with Vice-Mayor Weiss, assistant County administrators, and PZB staff on October 26th to discuss ways in which the WCRAO may be streamlined to be made more efficient and flexible to use, while remaining true to intent. A path forward includes a Comprehensive Plan amendment to be initiated early in the new year to better define policies for open space and land development, followed by amendments to the WCRAO/ULDC. Staff is re-tooling to address the Mayor's concerns, but is still working on the creation of a waiver table for submittal to Zoning in the first quarter of the new year.

Update: At their July 2022 meeting, the BCC adopted an amendment to the WCRAO which allows the following pertaining to the WCRAO Use Regulations table:

“The Zoning Director may apply the provisions of Art. 4.B, Use Classification for the underlying zoning district, subject to mutual agreement and approval by the WCRA Board”.

Background: The Zoning Division is moving forward with an amendment to the WCRAO that will not only facilitate the approvals for the Hangar project, but also give some ability for flexibility and authority to the CRA Board when the WCRAO is in conflict with permitted uses and standards of the underlying zoning districts. CRA Staff worked with Zoning to revise Overlay language to allow a warehouse use on the site located at 1050 N Congress Ave. concurrent with entitlements for the Hangar project. This amendment will follow a separate timeline from the proposed amendments below.

Update: The following amendments are being targeted to move forward in the 2023 calendar year. Staff will present a draft to the Board once the amendments are fully vetted by the County:

- create a waiver table to provide relief from certain PDRs, supplementary standards and architectural guidelines through an administrative waiver process rather than variances
- dilute Parks & Recreation requirements for open space in the WCRAO, particularly as it applies to the construction of 4 or more single family homes
- clarify that on where formal on street parking is available (ie. Westgate Ave.), it shall be allowed to count towards required parking ratios
- amend Flex Space language to restrict the percentage of industrial uses and increase the percentage of commercial uses allowed where projects with a CH FLU utilize flex space

Background: CRA staff submitted a request letter for amendments to the CRA’s zoning overlay in early December 2021 with the optic of adoption by the BCC at the end of 2022. The Zoning Division is under new directorship, and the two-round policy for UDLC amendments is replaced by a prioritization scale. The CRA will work with County Code Revision staff and County departments to develop amendment language for Board review in the coming months. Staff will utilize one of its continuing planning consultants to assist; a proposal for planning technical assistance services will be brought to the Board in February.

FY21 TCRPC Brownfields Site Assessment Grant (IN PROCESS)

Update: 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, TCRPC and DHED to discuss next steps.

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 determine scope of clean up, and a determination of funding sources for excavation/clean up (TCRPC or PBC DHED).

Cardno has completed a 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 Benzoapyrene (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 Chickagmauga 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 Chickagmauga 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 FY22.

Community Garden/Greenmarket (ONGOING)

Update: The Plat is recorded and corner clip dedications are complete. CRA staff can begin planning for the construction of a permanent structure. Staff applied for a USDA Urban Agriculture grant in 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 FY 22/23.

Electricity, an irrigation pump and an irrigation system have been installed. Staff is working on developing a design and securing a contractor for site improvements and installation of a pre-manufactured structure to act as a permanent greenmarket.

Background: Staff engaged Schmidt-Nichols (SN) to prepare a site plan for the community garden and the green market. The CRA initiated new regulations to allow green markets to operate as an accessory to community gardens without having to buffer surrounding residential uses with an opaque wall and 20 ft landscape buffer. The site plan includes an enclosed structure with a bathroom and a walk-in cooler. The community garden/greenmarket received site plan approval in March 2018.

CRA staff proposed amendment language, adopted in the 2018-02 Round, to eliminate the community garden use from landscaping requirements, and modified code language regarding hours of operation and building size and placement for the accessory greenmarket use. Schmidt Nichols submitted an administrative amendment (ZAR) to remove the landscape buffers and ROW utility easement. The ZAR was approved in April 2019. The permits have been approved to operate the community garden. The electrician and plumbing contractors are working with the utility companies. The CRA will begin to work with a contractor/architect to design the greenmarket structure and prepare plans to submit for building permit.

PBC Transportation Planning Agency (TPA) Transportation Alternatives (TAP) & Local Initiatives (LI) Grants

FY20 Cherry Road Pedestrian & Safety Improvements (FUNDED, DESIGNED)

Update: PBC Engineering has expressed concerns regarding crosswalks on the approved cross section that requires resolution in order for the project to move forward on the TPA grant timeline.

The Cherry Road project received approval for funding by the TPA Governing Board in July, 2020. The CRA engaged consultants, WGI to refine the Cherry Rd. improvements project for TPA TAP grant application submittal in the 2020 cycle. CRA Staff and WGI worked with Engineering on improving the proposed typical sections. The project proposes reduced with 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.

FY19 and Seminole Blvd. Complete Streets (FUNDED/INITIATED)

Update: The project is fully designed, with the LAP agreement on hold until February 2023 pending funding.

PBC Engineering has requested administration and design fees to initiate the project. The County will issue an RFP for engineering design in early 2022.

The Transportation Planning Agency Governing Board approved funding for the Seminole Blvd project at their July 18th meeting. The Seminole project was ranked #1. Staff and WGI presented the projects to FDOT and BTPAC in early April; Seminole was ranked #1 and Cherry Rd was #4. The Board recommended that the Seminole Blvd project should be prioritized since it ranked higher and is a larger project.

Background: The Board approved a two-fold work assignment with WGI in November 2018 to prepare a feasibility analysis to identify the best two projects to submit to the TPA for the 2019 Transportation Alternatives Program (TAP) cycle. Based on findings presented by WGI, the Board selected the following project:

Seminole Blvd Complete Streets which expands existing sidewalks to 10-12 ft. multi-use paths on each side of the roadway, adds high visibility crosswalks at each intersection, adds pedestrian scale lighting, and shade trees. The project boundaries are from Okeechobee Blvd. to Oswego Ave. Total construction cost is \$1,622,979. The grant reimburses \$1 million.

TAP grant projects are designed and constructed within 3 years of prioritized funding. Design will begin in 2020 with construction completion in 2022.

FY18 – Westgate Avenue Corridor Complete Streets (FUNDING SECURED, PROJECT TO PROCEED)

Update: Following an RFP process, a loan has been secured. A new schedule for construction was provided by County Engineering at the end of January with agreement from the Palm Beach TPA and FDOT. The ITB is to be issued on 4/23/23. Notice to proceed is targeted for 10/20/23. Construction is to be completed by 2/28/25.

Staff is consulting with bond counsel through the Florida League of Cities to acquire a loan for the Westgate Avenue and Seminole Blvd. projects. Bond counsel is requiring that the Agency receive approval from its governing body (BCC) to secure the loan. The BCC adopted a Resolution on September 13, 2022, to authorize an \$11,000,000 loan. Five banks have submitted a proposal to the bond counsel to provide the funding. The schedule laid out in the LAP agreement between County Engineering and FDOT has now been impacted due to the delay incurred to secure upfront financing. A request has been made to FDOT through the PBC TPA for a time extension. We await a response.

The bid process for the project was put on hold by County Engineering. The County is requiring that the total construction cost of the project be given to the County in advance of entering into a contract with a contractor; the CRA has been given a time extension to try to accommodate this requirement.

PBC Engineering issued an Invitation to Bid on February 20th. Bid opening was scheduled for March 29th.

American Consulting Engineers (ACE) has completed design plans to 100% constructability. PBC Engineering Streetscape section is reviewing. The design engineers have finished phase 2 of the constructability plans. Due to the number of driveways and regulations for safe sight lines, the CRA must now work with certain owners to get approval to close access from Westgate where side and rear access is available in an effort to add more landscaping and on-street parking. The project cost

estimate is now \$4,752,321 with \$2,324,351 in participating costs funded by FDOT. The CRA is responsible for PBC Engineering administrative, design and CEI costs.

Design is moving forward without a roundabout. CRA Staff met with County Roadway Production and the project consulting engineers in February to discuss the design, scope and timeline of the project. The CRA has been asked to provide input on lighting design and landscaping.

A County Selection Committee met in November 2019 and selected American Consulting Engineers of Florida (ACE) to design the project. CRA staff was in attendance for the presentations and scoring. The County Engineering Department had shortlisted three firms for the project, including CRA consultants WGI, however, volume of previous work was an overriding factor in selection.

Background Information: Staff engaged WGI to coordinate the preparation of travel demand forecast modelling to determine the impact of reducing Westgate Ave from 5 lanes to 3 lanes utilizing a road diet approach. WGI facilitated communication with PBC TPA and Engineering to determine the best design alternative, held a public input meeting, and drafted the final design for the project be used to obtain funding. WGI met with the Engineering Department to present the lane elimination plan. County staff is in support of the lane reduction from Wabasso to Congress, but they are not in support of the elevated landscape median. An alternative design, which allows for 3 lanes (2 thru lanes and one center turn lane), bike lanes, and floating landscape islands on both sides of the ROW alternating with on street parking was presented to County Engineering for approval and support. With assistance from WGI, the LI grant application was submitted on March 2, 2018. CRA staff is working with County Engineering and Administration to design and administer all 3 of the TPA grant projects.

The TPA Governing Board voted to adopt the TPA List of Priority Projects for the LRTP FY 2020-2024 at their September 20, 2018 meeting. Projects that met TPA and FDOT eligibility requirements were ranked by internal advisory boards, committees and TPA Staff to be forwarded the Governing Board. The Westgate Avenue Complete Streets project was ranked #1 of 6 entries to receive Local Initiatives Program funding. This project has been moved up the timeline due to the inability of other funded projects to proceed. Design can start in July 2019 for FY 2019/20. Construction funding will be approved after the design is completed.

FY18 – Phase II Belvedere Heights Streetlights & Sidewalks AND Water Mains/Drainage (PHII BH STREETLIGHTS & SIDEWALKS IN PROCESS & WATER MAINS & DRAINAGE COMPLETE)

Update: Phase II of the streetlights & sidewalks project is 100% complete! The contractor has completed construction of Phase II of the water mains and drainage project. Phase II of the TPA sidewalks and streetlights project began in the spring of 2022.

The BCC is considering an agenda item on June 16th for the design of this second phase. The TPA Governing Board voted to adopt the TPA List of Priority Projects for the LRTP FY 2020-2024 at their September 20, 2018 meeting. Projects that met TPA and FDOT eligibility requirements were ranked by internal advisory boards, committees and TPA Staff to be forwarded the Governing Board. Phase II of the Belvedere Heights Streetlights and Sidewalks project was ranked #3 of 4. This project has been moved up the timeline due to the inability of other funded projects to proceed. Design can start in July 2019. Construction funding will be approved after the design is completed. The CRA needs to execute an MOU and provide upfront funding to the County for design.

Background Information: CRA staff prepared and submitted a Transportation Alternatives Program (TAP) grant application for Phase II – Wellington Road to Bridgeman Road, of the Belvedere Heights Neighborhood for sidewalks and streetlights to PBC TPA in March 2018.

FY17 – Phase I Belvedere Heights Streetlights & Sidewalks AND Water Mains/Drainage Project (COMPLETE)

Update: The water main and drainage work is complete. Phase I of the TPA grant project for sidewalks and streetlights project is 100% complete. The streetlights are not lit pending installation of a transformer. This phasing allowed the water main and drainage construction to take place prior to the work of the TPA grants, keeping the TPA projects on the timeline set by the FDOT.

The neighborhood has experienced chronic poor drainage and the water mains have reached the end of their useable life and must be replaced. Mock Roos, the contractor for the sidewalks/streetlights project requested that PBC Water Utilities do the water main work prior to the installation of sidewalks and they have agreed; Mock Roos will also do this work. Engenuity Group has been working on a drainage design for the area and a request has been made for Water Utilities in collaboration with Engineering to do this work ahead of sidewalk installation as well. Water main replacement will occur January thru March, 2021 with drainage in March thru July, 2021. Construction on the sidewalks project is set to begin in August 2021.

Engineers are preparing the second part of the design. The Engineering Department has engaged several consultants through a CRA/County MOU to implement the project. Design is almost completed. The County is currently reaching out to the residents.

Background Information: An application was submitted to the TPA Transportation Alternatives Grant to request almost \$1 Million to install sidewalks and streetlights in Belvedere Heights in 2017. The funds will not be available until 2019. The BCC approved Engineering Department sponsorship of the project via resolution in May 2018.

CRA Strategic Plan (ONGOING – TO BE REVISITED IN FY22-23)

CRA staff will revisit work on a strategic plan that will implement the goals and objectives of the amended Redevelopment Plan. A strategic plan will outline the specific tasks, timeline and budget required for redevelopment activities over the next 5 years. It can also serve as a platform for the CRA to refine its vision and mission statement in a way that is current with its shifting priorities. Staff has received some initial input from Board members.

Streetlights for Belvedere Homes (ONGOING)

The Engineering Department is partnering with Office and Community Revitalization to install streetlight in Belvedere Homes. An initial meeting has been held. Citizens are currently gathering signatures and easement authorization from residents and property owners.

Private Redevelopment Projects

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

Projects	Address	Status
Airport Apartments	1699-1705 N. Congress Ave	<ul style="list-style-type: none"> ▪ January 2022 Board meeting – in Zoning ▪ 4-stories, 38-unit market rate MF rental development
Westgate Terrace (Danza Group)	2636 Westgate Ave	<ul style="list-style-type: none"> ▪ In Zoning – some issues with project funding ▪ 4 stories, 44 units – professional office/medical office use on ground floor ▪ CRA-owned parcels, developed with NMTC fed grant in partnership with CRA/PBD DHED
Greene Industrial (aka McDonald Industrial)	1501 N. Florida Mango Rd.	<ul style="list-style-type: none"> ▪ 5/9/22 CRA Board meeting ▪ DRO site plan amendment for a new 62,011 sf office-warehouse use; site to be reconfigured to eliminate all other buildings, distribution facility use to be discontinued
The Hangar & Airfield Business Park	1050 N. Congress Ave. (former PBKC collateral property)	<ul style="list-style-type: none"> ▪ BCC approval in August 2022 – in DROE for arch. ▪ 2/14/22 CRA Board meeting ▪ 60,000+ sf of privately owned warehouse units (The Hangar) with collocated additional warehouse, vehicle sales/repair, community and assembly membership non-profit space
EZ Express Carwash	1098 N. Military Trail (Walmart MUPD)	<ul style="list-style-type: none"> ▪ In Zoning – review for ABN of restaurant use & DRO approval for a 2,700 sf automatic carwash
Cherry Road Plaza MUPD	Cherry Rd	<ul style="list-style-type: none"> ▪ ZC approval in March ▪ In Zoning – review for ABN, DOA, Variances, DRO approval for a 161,000 sf (phased) self-service storage facility
Murphy Express Gas Station/C-store	1010 Military Trail (Walmart MUPD)	<ul style="list-style-type: none"> ▪ DROE approval February ▪ demolish vacant Walgreens, relocate/ expand existing Murphy Express/add c-store
Palm Key Apartments	Cherokee Ave	<ul style="list-style-type: none"> ▪ DRO approval in March ▪ 7 townhome-style multifamily units on .46 ac – utilizing CRA density bonus units
Museo Vault self-service storage (now Uovo Art)	4200 Westgate Ave	<ul style="list-style-type: none"> ▪ In construction ▪ BCC approval of ABN- Sept. '21 meeting ▪ proposing a 4-story, 50,000 sf fine art and antique storage facility
Autumn Ridge LITC mixed use	Congress Ave	<ul style="list-style-type: none"> ▪ In permitting with SFWMD ▪ DRO approval – LITC funded, will move forward with permitting ▪ 106 units by Landmark Construction, 90% of units at or below 60% of AMI – 77 DBP units, TCEA and rezoning from RM to CG
Congress Avenue - Greene Apartments	1710 N. Congress Ave	<ul style="list-style-type: none"> ▪ In construction ▪ 198 units (138 density bonus units from WCRA pool; 55 income restricted) ▪ SFWMD permit utilizes acre feet from the Preserve

**WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY
1280 N. CONGRESS AVE., SUITE 215, WEST PALM BEACH, FL. 33409
MINUTES OF THE MONTHLY MEETING**

January 9, 2023

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

Mr. Daniels, the Board Chair, called the meeting to order at 5:14p.m. The roll was called by Ms. Bui.

Present: Ronald L. Daniels
Joanne Ruffy
Ralph Lewis
Ruth Haggerty

Absent: Joseph Kirby
Enol Gilles

Staff Present: Elizée Michel, Executive Director
Denise Pennell, Senior Planner
Mai Bui, Redevelopment Specialist/Administrative Assistant
Thomas J. Baird, Esq., General Counsel

Absent: Carmen Geraine, Bookkeeper

Others Present: Dorritt Miller, Assistant County Administrator, Andrea Troutman (All Virtually Via Zoom)

II. AGENDA APPROVAL

1. Additions, Deletions, Substitutions to Agenda

- No Additions, Deletions, Substitutions to Agenda

2. Adoption of Agenda

- It was moved by Ms. Ruffy and seconded by Ms. Haggerty to adopt the Agenda. Motion carried (4-0)

III. ADOPTION OF W/BH CRA MINUTES

- It was moved by Ms. Haggerty and seconded by Ms. Ruffy to adopt the November 14, 2022 minutes. Motion carried (4-0)

IV. PUBLIC COMMENT

- No Public Comment

V. DISCLOSURES

- No Disclosures

VI. CONSENT AGENDA

- No Consent Agenda

VII. REGULAR AGENDA

1. CRA Recommendation for DRO Approval of a 38-unit Multifamily Rental Development (Airport Apartments) located at 1699-1705 N. Congress Avenue.

Ms. Pennell, Mr. Cameron, and Mr. Josh Nichols from Schmidt Nichols presented the item to the Board.

E&M Realty Corp, based in Jupiter, is the property owner and developer. The Airport Apartments is a 38-unit multifamily market rate rental development comprised of 6 efficiency units, 9 1-bedroom, 18 2-bedroom, and 5 3-bedroom units in a 4-story building, for a total GFA of 48,042 sf under air. A combined 2nd floor indoor/outdoor recreation space, as well as a ground floor recreation area, are also included as a project amenity. To streamline entitlements, avoid tripping the development and public hearing approvals thresholds, and to achieve the desired density, the applicant is requesting 27 WCRAO density bonus units. These additional units may be approved by the DRO if the increase does not exceed 22 dwelling units per acre; this project is requesting an additional density of 19.2 du/ac.

The +/- 1.4-acre site is located on the west side of Congress Avenue south of Westgate Avenue and to the north of Cherry Rd. The site consists of 4 contiguous parcels bordered by the LWDD L-2 canal to the south and the LWDD E-3 ½ canal to the west. The site is zoned Commercial General (CG), with a Commercial High with an underlying residential future land use designation of 8 du/acre (CH/8), and is vacant with no current or previous entitlements. The site is located within the boundaries of the Urban General (UG) Sub-area of the WCRAO, and is within the U/S Tier as well as in the Revitalization and Redevelopment Infill Overlay (RRIO), Urban Redevelopment Area Overlay (URAO), and the CCRT area. While the total gross site area is 1.4-acres, the buildable area is

reduced to 1.25-acres due to canal ROW dedication requirements by LWDD including the entire southernmost parcel which is 33 ft. in width, as well as a 19 ft. wide exclusive easement along the entire western portion of the site. Palm Beach County roadway requires a 20 ft. ROW dedication along Congress Avenue.

The development will be 4 stories comprised of 38 total dwelling units divided into 6 studios, 9 one-bedrooms, 18 two-bedrooms, 5 three-bedrooms. It will have 5,870 sf of recreational space, 59 parking spaces out of 69 required, subject to DRO approval of 15% reduction waiver. Ten percent of the site will be dedicated to LWDD for easements.

The applicant proposes to develop a 38-unit multifamily rental development on a +/- 1.4-acre site located at 1699-1705 N. Congress Ave. The subject application requests a recommendation of approval from the Westgate CRA Board for the proposed development pursuant to include the following:

- 1) An allocation of 27 units from the unit pool of WCRAO Density Bonus Program, provided the project demonstrates that the criteria for obtaining WCRAO density bonus units has been met;
- 2) An allocation of 256 trips per day, and less than 21 peak hour trips from the WCRAO Transportation Concurrency Exception Area (TCEA) trips pool; and,
- 3) DRO Site Plan approval.

To achieve the 38 units needed for this project, 27 units from the CRA's density bonus pool have been requested. The 1.4-acre site has a permitted future land use density of only 8 dwelling units per acre which is a total of 11 units by right. Additional residential density from the CRA's bonus pool increases the density by 27 dwelling units to make 27 du/acre.

With a total of 38 units, the Airport Apartments project is required to set aside 8 units to meet this requirement. The following breaks down the WCRAO DBP workforce income category requirements:

- a minimum of 10%, up to a maximum of 40%, of units are required to be restricted at the WHP Low Income category (60%-80% MFI) – the developer will opt to set aside at least 1 unit in this category
- a minimum of 10% are required to be restricted at the WHP Moderate 1 Income category (>80-100% MFI) – the developer will opt to set aside at least 1 unit in this category

The proposed use and site plan is consistent with the CRA's Redevelopment Plan, the WCRA Zoning Overlay, and with the goals, objectives and policies of the

Comprehensive Plan, particularly the Provision of Affordable Housing outlined in the Housing Element. The project will be beneficial to the community, will enhance the character of the Congress Avenue corridor by developing vacant land, and will provide much needed workforce housing units.

Staff recommends the Board approval of a 38-unit multifamily rental development on a +/- 1.4-acre site located at 1699-1705 N. Congress Ave. The subject application requests a recommendation of approval from the Westgate CRA Board for the proposed development pursuant to include the following:

- 1) An allocation of 27 units from the unit pool of WCRAO Density Bonus Program, provided the project demonstrates that the criteria for obtaining WCRAO density bonus units has been met;
- 2) An allocation of 256 trips per day, less than 21 pm peak hour trips from the WCRAO Transportation Concurrency Exception Area (TCEA) trips pool; and,
- 3) DRO Site Plan approval.

Ms. Pennell advised the Board that there was a slight revision to the plan after it was reviewed by staff. The number of parking spaces to be provided on site was reduced. The applicant needs to add to their request a type one waiver for dropping below the required number of parking spaces.

Board member Discussions:

Mr. Lewis inquired about the exact location of the site. The site is located on Congress Avenue north of the Belvedere Home Baptist Church on the north side of the L-2 Canal. Ms. Ruffy and Mr. Daniels added that it is the empty lot south of the Aldrich Tool Rental store.

Ms. Haggerty found that the proposed building elevations look good and asked what type of construction they will use.

Mr. Cameron responded it will be a concrete block type.

Ms. Ruffy agreed that it is a nice-looking building.

A request of the type one waiver was added to the request.

Mr. Daniels asked what is located immediately to the west side of the site.

Ms. Pennell responded that it is a Lake Worth Drainage District canal.

Mr. Ruffy added on the west side of the canal are properties belonging to the Westgate Tabernacle.

Mr. Daniels asked about the use of the properties located south of the Westgate Tabernacle Church.

Mr. Cameron responded that these lots are used as parking spaces for the church.

Mr. Daniels questioned whether the units were looking directly at someone's backyard. Mr. Cameron clarified that the building pushes towards Congress Avenue. On the west side of the building there is a whole parking lot between the building and the canal. He added that there will also be landscaping to and additional canal easement as a buffer to the neighbors.

Mr. Lewis commented that he doesn't find anything wrong with the building, but questions whether that is the direction we want to pursue for Congress Avenue. He stated that rental housing is all we have right now. He advises that we need to balance the residential with more commercial uses.

Ms. Pennell added that this project will be a market rate project except for the workforce housing required units, as 20% (or 8) of the units will be workforce housing, and the rest will be market rate. We have already seen three residential developments alongside Congress Avenue. The plan does want to see a mix of uses, but we are seeing the demand for residential overriding commercial uses.

Mr. Lewis stated that he knows and sees those demands, but we don't have to be the only one stuck with those demands.

Mr. Daniels offered that this lot, if used for residential, will complement the commercial uses we have across the street.

Mr. Michel commented that staff has reviewed other type of uses for this site, like retail and gas station, but these uses couldn't fit on the site due to the fact it is difficult to locate these uses on a second floor leaving the first floor for parking like this development is proposing.

Mr. Lewis agreed that a gas station is not appropriate for the site.

Mr. Michel clarifies that there are some other commercial uses around near that lot.

It was moved by Ms. Haggerty and seconded by Ms. Ruffy to approve the requests of the applicants including the type one waiver. The motion passed unanimously (4-0)

2. Authorization to Issue a Request for Proposals (RFP) for the Redevelopment of CRA-Owned Parcels at 2557 Westgate Avenue & Cherokee Avenue

Mr. Michel introduced the item. The CRA purchased two parcels located at 2557 Westgate Avenue in 2004 to hold for redevelopment. These parcels are immediately adjacent to the Santos C-Store located on the corner of Westgate Avenue and Osceola Drive. A third parcel, located on Cherokee Avenue was purchased by the CRA in 2021. Two other parcels, not owned by the CRA, complete the redevelopment assemblage. All five parcels are currently vacant.

Interest in developing the land for residential and commercial uses has been robust. Staff requests Board approval to make a public offering by issuing an RFP for the

redevelopment of the parcels commensurate with the vision of the Westgate Avenue corridor to encourage mixed use. Staff anticipates that the RFP will be issued within the first two months of 2023. Following the closure of the RFP response window, Staff will assess responses and recommend a redevelopment project to the Board for approval.

Staff recommends that the Board authorize staff to prepare and issue a Request for Proposals for the redevelopment of CRA-owned parcels at 2557 Westgate Avenue & Cherokee Avenue.

Board members' comments:

Ms. Rufty asked if one of the parcel was on Cherokee.

Mr. Michel responded yes two are on Westgate Avenue and one faces Cherokee Avenue.

Ms. Rufty said that it is a good plan to seek a developer for these lots.

Mr. Michel added that the staff is seeking to issue an RFP now because it does not seem that we can purchase any more properties in this area. We have spoken to the adjacent property owners, but they are not willing to sell. It is a good time to put it up for an RFP so any interested developers can submit a proposal for the lots.

Mr. Lewis asked about the size of the combined properties.

Mr. Michel estimated that all of it is approximately an acre.

Mr. Daniels asked what timeframe is being considered for the RFP.

Mr. Michel responded we are trying to bring something back to the Board by April for approval. There are some developers who are interested in mixed-use or commercial or commercial development for the site.

Mr. Lewis asked if the lots were zoned commercial or residential.

Mr. Michel believed that the Westgate lots are commercial. If the other lot is not commercial, it will not be difficult to rezone it to commercial.

It was moved by Ms. Rufty and seconded by Ms. Haggerty to approve staff to prepare and issue a Request for Proposals for the redevelopment of CRA-owned parcels at 2557 Westgate Avenue & Cherokee Avenue. The motion passed unanimously (4-0)

3. Approval of 2023 Westgate CRA Board Meeting Calendar

Mr. Michel introduced the item. The 2023 CRA Board Meeting calendar is submitted for approval. There is a holiday on October 9, 2023. The October meeting can be moved to October 2, 2023.

Staff requests the Board to approve the 2023 CRA Board Meeting calendar.

It was moved by Ms. Haggerty and seconded by Ms. Ruffy to approve the 2023 CRA Board Meeting Calendar. The motion passed unanimously (4-0)

VIII. STAFF REPORTS

Final TIF is the amount of 3.4 million. One million of that will be used for debt service for the loan.

Belvedere Heights Phase II nears completion. Lights were turned on before Christmas.

Staff submitted another Solid Waste Authority Blighted and Distressed Property grant for the demolition of 1304 Seminole Blvd.

WCRA Logo has been finalized.

Staff is working with County Engineering on plans to issue an RFP for the repurposing of Westgate Avenue. The County is waiting to hear from DOT before issuing a request for construction bids.

Motown At The Park is on 2/10/23 from 5:00p.m. to 9:00p.m.

IX. AJOURNMENT

It was moved by Ms. Ruffy and seconded by Mr. Lewis to adjourn the meeting. The meeting adjourned at 6:07p.m.

_____ Administrative Assistant, Westgate CRA
Mai Bui

OPTION AGREEMENT

THIS OPTION AGREEMENT (the "**Agreement**"), made this 24th day of February, 2021 (the Effective Date), by and between the Westgate/Belvedere Homes Community Redevelopment Agency, a dependent special district of Palm Beach County, Florida (hereinafter "**WCRA**"), and Danza of Westgate LLC, a Florida limited liability company (hereinafter "**DANZA**").

WITNESSETH

WHEREAS the WCRA is the record title owner of that certain real property located in Palm Beach County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "**Property**"); and

WHEREAS the WCRA agrees to grant DANZA the right and option to purchase the Property from the WCRA, subject to DANZA agreeing to certain terms and conditions as hereinafter set forth herein; and

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WCRA does hereby grant to DANZA the right and option to purchase the Property from the WCRA, subject to DANZA meeting the terms and conditions set forth herein (hereinafter the "**Option**").

ARTICLE 1

OPTION

1.1 **Term of Option.** DANZA may exercise the Option, if at all during the period commencing on the Effective Date and ending on the 1st anniversary of the Effective Date (the "**Option Period**"). Upon the written request of DANZA delivered to WCRA at least thirty (30) days prior to the expiration of the Option Period and provided the WCRA reasonably determines that DANZA has demonstrated that it has acted in good faith and has and will continue to act with due diligence toward meeting the conditions to be met in Article 2 hereof, the WCRA will extend the Option Period for one (1) additional twelve (12) month period.

1.2 **Consideration for the Option.**

As consideration for the grant of the Option, DANZA shall pay the WCRA, a non-refundable option fee in the amount of \$1,000.00 (the "**Option Fee**") upon the execution of this Agreement.

1.3 **Exercise of Option.**

1.3.1 DANZA may exercise the Option only by (i) delivering written notice to the WCRA of DANZA's election to exercise the Option (the "**Option**

Notice"), and (ii) simultaneously delivering a copy of the Option Notice to Jones Foster P.A. ("**Escrow Agent**"), whose address is 4741 Military Trail, Suite 200, Jupiter, Florida 33458, Attn: Thomas J. Baird, together with an earnest money deposit in the amount of [**Forty Thousand Dollars (\$40,000.00)**] (the "**Deposit**"). The Option Notice shall be delivered to WCRA and Escrow Agent no later than the expiration of the Option Period. In the event of the timely exercise of the Option and the consummation of the purchase and sale of the Property as contemplated in this Agreement, the Deposit Fee shall be paid to WCRA and credited against the Purchase Price on the Closing Date (as such terms are defined below). In the event DANZA timely exercises the Option but the sale of the Property is not consummated as contemplated in this Agreement because of (a) WCRA's default beyond any applicable notice and cure periods set forth herein, or (b) the termination of this Agreement by DANZA in accordance with any right to so terminate provided in this Agreement, then the Deposit Fee shall be returned to DANZA upon written request by DANZA delivered to WCRA and Escrow Agent. In the event the sale of the Property is not consummated as contemplated by this Agreement due to DANZA's default beyond any applicable written notice and cure periods set forth herein, then, upon written request of WCRA delivered to DANZA and Escrow Agent, the Deposit Fee shall be promptly paid to and retained by WCRA as liquidated damages and as WCRA's sole remedy.

1.3.2 The failure of DANZA to timely deliver the Option Notice to the WCRA and/or the Option Notice to Escrow Agent within the Option Period shall be deemed a waiver by DANZA of its right to exercise the Option .

1.3.3 Upon the exercise of this Option, the WCRA agrees to sell and convey to DANZA, and DANZA agrees to purchase, the Property under the general terms of Article 3 herein.

ARTICLE 2

CONDITIONS TO BE MET PRIOR TO EXERCISING OPTION

The conditions to be met by DANZA are:

2.1 Prior to the expiration of the Option Period, DANZA shall demonstrate to the reasonable satisfaction of the WCRA that DANZA has cash on hand sufficient to acquire and redevelop the Property substantially as set forth in Exhibit "B", or DANZA shall provide WCRA with proof of financing, in the form of financing commitments from one or more institutional lenders or other financial sources acceptable to the WCRA.

2.2 DANZA shall obtain all approvals from Palm Beach County, including any amendments to the Property's land use designation pursuant to the County's Comprehensive Plan, its zoning district, any applicable land development regulations, a site plan or any other entitlements which are required to permit DANZA to develop a four (4) story 15,000-60,000 square foot mixed-use building consisting of approximately 5,000 square feet of commercial space on the ground floor and 36 Multi-family residential units. (the "**Project**").

ARTICLE 3

TERMS OF CONVEYANCE

3.1 **Purchase Price.** Upon exercising the Option, the purchase price for the WCRA's conveyance of the Property to DANZA shall be Four Hundred Thousand Dollars (\$400,000.00) ("**Purchase Price**"). The Purchase Price, less the Deposit Fee, shall be delivered by DANZA to Escrow Agent by wire transfer on or before the Closing Date and the Purchase Price shall be paid to WCRA at Closing. The WCRA shall convey the Property to DANZA by Special Warranty Deed.

3.2 **Closing Date.** The closing of the conveyance of the Property to DANZA (the "**Closing**") shall occur on the date (the "**Closing Date**") specified by DANZA in the Option Notice, which shall be no earlier than 45 days after the date of the Option Notice and no later than 180 days after the date of the Option Notice. The closing shall occur on the Closing Date, at the offices of Escrow Agent in Jupiter, Florida.

3.3 **Evidence of Title.** Within 30 days of the Effective Date, WCRA shall obtain and deliver to DANZA, at WCRA's expense, a title insurance commitment (the "**Title Commitment**") to be issued by a title insurer licensed to do business in the State of Florida (the "**Title Company**"), agreeing to issue upon Closing an owner's policy of title insurance in and amount of liability equal to the Purchase Price. The Title Commitment shall be subject only to taxes and assessments for the year of closing if not yet due and payable and those exceptions listed on Schedule B-II of the Title Commitment and any subsequent matters that do not materially affect the value of the Property for the intended Project (the "**Permitted Exceptions**"). WCRA shall cause the Title Company to provide an update to the Title Commitment within thirty (30) days of the Closing Date. If any such update to the Title Commitment contains matters other than the Permitted Exceptions, the same shall be treated as a title defect, and DANZA, shall so notify WCRA within the 15 days of DANZA's receipt of the title update (the "**Title Notice**"). The WCRA shall have a period of 90 days from receipt of the Title Notice within which to cure the title defect(s) set forth therein. The WCRA will use its best efforts to cure such title defect(s) set forth in the Title Notice and will spend such monies and take such actions as are reasonably required in order to cure such title defect(s) within such 90-day period. If the title defect(s) set forth in the Title Notice are not cured within such 90-day period, then DANZA may either (i) accept title to the Property as it then exists without reduction of the Purchase Price, or (ii) withdraw or cancel the Purchase Agreement, whereupon the Deposit shall be returned to DANZA and this Agreement shall thereafter be null and void, and both parties shall be relieved of all obligations.

3.4 **No Adverse Actions.** Neither WCRA nor DANZA shall take any action which would impair or otherwise affect title to the Property, and neither party shall record any documents in the Public Records of Palm Beach County, Florida, which would affect title to any portion of the Property. A Memorandum of this Agreement, in a form mutually agreed to by the parties, may be recorded by WCRA in the Public Records of Palm Beach County, Florida.

3.5 **Cooperation.** WCRA and DANZA agree to reasonably cooperate with one another in order for DANZA to apply for and obtain all land use and zoning approvals, entitlements and building permits as described in paragraph 2.2, and as required for the construction of the Project, as described in Exhibit "B" which is attached hereto and incorporated herein. DANZA shall be responsible for the payment of all application fees and any fees incurred by it for such professionals as it deems necessary to process its application for the construction of the Project.

3.6 **DANZA and WCRA's Representations and Warranties.**

3.6.1 For the purpose of inducing DANZA to enter into this Agreement and to consummate the conveyance of the Property, WCRA represents and warrants that the following, as of the Effective Date and as of the Closing Date, will be true and correct.

3.6.1.1 The WCRA currently leases two residences located on the Property on a month-to-month basis. At or before the Closing, and at DANZA's sole discretion, the CRA shall terminate the leases, or assign them to DANZA. DANZA shall notify WCRA not less than sixty (60) days prior to Closing of its election to have the leases terminated at or before the Closing Date and if the leases are to be terminated, the WCRA shall deliver them vacant, without any personal effects, in swept, broom clean condition.

3.6.1.2. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement shall/will not conflict with, with or without notice or the passage of time, or both, or result in a breach of, any of the terms or provisions of, or constitute a default under, any agreement to which the WCRA is a party, or by which the Property is bound.

3.6.1.3 There are no mortgages or other monetary liens or encumbrances burdening the Property or any portion thereof, which have been caused by or resulting from the acts, omissions or instructions of WCRA that would prohibit the WCRA's conveyance of the Property free and clear of any mortgages, encumbrances or assessments for the year the Property is conveyed. In the event that any such encumbrances exist, the WCRA shall use its best efforts to clear them and shall pay off or apportion any monies due and outstanding to convey the Property.

3.6.1.4 There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against the WCRA or the Property.

3.6.1.5 There is no action, suit, litigation, hearing or administrative proceeding pending or threatened relating to the WCRA that, if adversely determined, would prevent or materially restrict WCRA's ability to convey the Property to DANZA in accordance with this Agreement.

3.6.2 For the purpose of inducing WCRA to enter into this Agreement and to consummate a conveyance of the Property, DANZA represents and warrants that the following as of the Effective Date and as of the Closing Date, will be true and correct.

3.6.2.1 DANZA is a Florida limited liability company duly organized and in good standing in the State of organization.

3.6.2.2 DANZA will be authorized by its operating agreement and other organizational documents to enter into this Agreement and its manager or managing member is authorized to execute, deliver and perform all of the documents contemplated by this Agreement, including the execution of this Agreement.

3.6.2.3 DANZA has met all of the conditions referenced in Article 2, above necessary to consummate the transaction contemplated by this Agreement or exercising this option.

3.6.2.4 DANZA's execution and performance of its obligations under this Agreement do not violate any obligation or agreement to which it is a party.

3.6.2.5 DANZA's financial condition has not materially deteriorated in a way that will affect its ability to perform its obligations under this Agreement.

3.7 Conveyance of Title.

3.7.1 WCRA shall convey or cause to be conveyed at Closing fee simple title to the Property to DANZA by Special Warranty Deed (the "**Deed**"), subject only to the Permitted Exceptions or matters of record which are accepted by DANZA. In addition to the Deed, at Closing, the WCRA shall execute and deliver: (i) a standard title affidavit sufficient for the title company to insure the "Gap," and delete the standard exceptions for construction liens, unrecorded easements and parties in possession to the extent arising through WCRA, (ii) an affidavit stating that WCRA is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, and (iii) any and all other documentation reasonably required by DANZA, or the title company in order to close the transaction contemplated hereunder and clear any encumbrances.

3.7.2 Subject to the terms and conditions contained herein, DANZA shall have a period of two (2) years from the Closing Date to substantially complete construction of the Project as described in Exhibit "B." In the event DANZA fails to substantially complete construction of the Project, as evidenced by a Certificate of Occupancy or its equivalent for the Project, WCRA shall deliver to DANZA a "**Notice of Non-compliance**" and shall require that DANZA provide the WCRA with a Letter of Credit (LOC) or Performance Bond (Bond), either of which shall be subject to the WCRA's sole discretion and in a form that is reasonably acceptable to the WCRA to ensure timely completion of the Project.

3.7.3 At least sixty (60) days prior to the expiration of said two (2) year period, DANZA may provide the Executive Director of the WCRA with a notice and a detailed written explanation of the status of the Project and the reasons why it is expected not to

be completed within the two (2) years specified herein. DANZA shall be afforded an opportunity to appear before the WCRA Board of Commissioners to explain the reasons it is not able to substantially complete construction of the Project within said two (2) year. In the event DANZA reasonably demonstrates to the Board that it has exercised its best efforts to substantially complete the construction of the Project but was delayed in completing such construction due to circumstance beyond its reasonable control, WCRA may extend the time for completion for up to twelve (12) months without exercising its right to call the LOC or Bond to ensure the completion of the Project.

3.7 **Expenses of Closing.** DANZA shall pay the documentary stamp tax (and any surtax) required in connection with the Deed, the cost of recording the Deed, the cost of any mortgage financing, including, but not limited to, documentary stamp tax and intangible tax on the note and mortgage, the cost of recording the mortgage and any other security instruments, the cost of any mortgagee title insurance premiums and any endorsements to the mortgagee title insurance policy. The WCRA shall pay the title insurance premium for the owner's policy of title insurance and all title search fees in connection with the Title Commitment on the Property. Each party shall pay its own attorneys' fees incurred in connection with this transaction.

3.8 **APPORTIONMENTS.**

3.8.1 **Property Taxes.** Real estate property taxes and assessments shall be prorated as of the Closing Date.

ARTICLE 4

GENERAL PROVISIONS

4.1 **Notices.** All notices or other required communications shall be in writing and shall be deemed duly given when delivered in person (with receipt therefor), or when sent by Federal Express or another overnight courier or when sent by certified or registered mail, return receipt requested, postage prepaid, or by telephone facsimile or email to the following addresses with a copy sent by overnight courier to:

WCRA: Elizeé Michel, Executive Director
1280 North Congress Avenue, Suite 215
West Palm Beach, FL 33409

With Copy to: Thomas J. Baird, Esquire
Jones Foster P.A.
4741 Military Trail, Suite 200
Jupiter, FL 33458

DANZA: Zalmy Danzinger, Manager
19119 NE 8th Court
Miami, FL 33179

With Copy to: Cabot J. Marks, Esq.
MarksDipalermo PLLC
485 Madison Avenue, Suite 1600
New York, NY 10022
cjmarks@marksdipalermo.com

ESCROW AGENT: Thomas J. Baird, Esquire
Jones Foster P.A.
4741 Military Trail, Suite 200
Jupiter, FL 33458

Should either party's address be changed, the party whose address is changing shall provide the other party with the new address. Either party may change its address for the giving of notices by notice given in accordance with this Section. In such event, the Parties agree that no amendment to this Agreement is required.

4.2 **Default.**

4.2.1 In the event that DANZA defaults in the performance of any of its duties or obligations under this Agreement, the WCRA shall, as its sole and exclusive remedy, have the right to terminate this Agreement and to retain the Option Fee, as liquidated damages.

4.2.2 In the event that the WCRA fails to perform any of the covenants or agreements or is in breach of any of the WCRA's warranties contained in this Option Agreement, DANZA shall have as its sole and exclusive remedies, the right to terminate the Agreement, whereupon the Deposit shall be returned to DANZA, or shall have the right to seek specific performance of this Agreement; provided, however, in the event DANZA elects to seek specific performance of this Agreement, DANZA must file an action for specific performance within sixty (60) days of the Closing Date, failing which DANZA shall be deemed to have waived the right to the remedy of specific performance.

4.2.3 In the event either party defaults, the non-defaulting party shall provide the party which has allegedly to have defaulted notice. The party alleged to have defaulted shall have 10 days from the date of the Notice to cure the default.

4.3 **Third Parties.** Nothing contained in this Agreement, whether express or implied, is intended to or shall confer any rights, benefits or remedies upon any persons other than the WCRA and DANZA and their respective successors and assigns.

4.3.1 Financing Requirements. The WCRA acknowledges that DANZA is seeking a Section 108 grant and HUD financing to assist it in its financing of the Project. The WCRA agrees to reasonably cooperate with DANZA in its efforts to secure said financing. Provided however, the performance of this Agreement, and the completion of the Project are not contingent on DANZA securing this financing of the Project.

4.4 **Construction.** Wherever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties hereby agree that each have played an equal part in the negotiations and drafting of this Agreement, and in the event any ambiguity shall be realized in the construction or interpretation of this Agreement, the result of those ambiguities shall be equally assumed and realized by each of the parties to this Agreement.

4.5 **Binding Effect; Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. DANZA shall not assign this Agreement without the written approval of the WCRA Board of Commissioners not to be unreasonably withheld.

4.6 **Merger.** This Agreement sets forth the entire understanding among the parties. This Agreement may not be amended, modified or terminated, except by written instrument executed by the parties hereto.

4.7 **Headings.** The captions, article numbers, section numbers and paragraph headings are inserted herein only as a matter of convenience, and in no way are intended to define, limit, construe or describe the scope or intent of such articles, sections or paragraphs of this Agreement, nor in any way affect this Agreement.

4.8 **Governing Law.** This Agreement shall be governed and interpreted under the laws of the State of Florida. The parties agree that venue of any action or proceeding regarding this Agreement shall be in Palm Beach County, Florida.

4.9 **Time is of the Essence.** Time shall be of the essence with respect to each provision of this Agreement that requires action to be taken by either party within a stated period of time, or upon a specified date. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required under this Agreement must be performed, or by which Closing must be held, expires on a Saturday, Sunday or a holiday, then such time period shall be automatically extended to the next business day.

4.10 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same document and PDF or electronic signatures shall be deemed originals.

4.11 **Attorneys' Fees.** Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Agreement, the prevailing party shall be entitled to receive from the other party all reasonable costs, charges, and expenses, including reasonable attorneys' fees, expert witness fees, appeal fees, and the cost of paralegals working under the supervision of an

attorney, expended or incurred in connection therewith whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings.


4.12 **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk 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 public health unit. [Note: This Section is provided for informational purposes.]

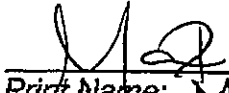
IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in the presence of:


WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT
AGENCY "WCRA":



Print Name: ELIZEE MICHEL

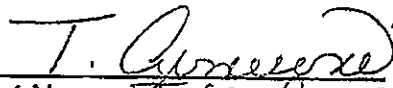
By: 
Print Name: Ronald Daniels
Title: Board Chairman


Print Name: Mai Bui

DANZA OF WESTGATE LLC, a Florida
limited liability company


Print Name: Beth Schorr-Lesnick

By: 
Print Name: Charles Lesnick
Title: Managing Member


Print Name: Tafa Armerino

F:\DOCS\26504\00023\DOC\2205966.DOCX

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1

2636 Westgate Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0010

Lots 1, 2, 3, 4, 5 and 6, Block 34, West Gate Estates, according to the plat thereof in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 2

1420 Seminole Blvd A
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0310

Lots 31 thru 34, inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 3

1420 Seminole Blvd B
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0310

Lots 35 thru 39, inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 4

3485 Nokomis Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0400

Lots 40 and 41, Block 34, West Gate Estates, (Northern Section) according to the plat thereof, as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

PARCEL 5

XXX Westgate Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0110

The East 10 feet of Lot 11 and all of Lots 12 to 15, inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

And

The West 15 feet of Lot 11, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"
DEVELOPMENT PROJECT PLAN

I. INVITATION

The **Westgate/Belvedere Homes Community Redevelopment Agency** (“Westgate CRA” or “CRA”) hereby requests development proposals from interested private parties for the redevelopment of a site that consists of three (3) parcels of land owned by the CRA, and two (2) parcels of land which are privately owned. The sale of the CRA properties is being offered as an entire set. The Proposers are encouraged to negotiate with the owners of the adjacent lands. The redevelopment site is located in the Westgate Community Redevelopment Area and is bordered by Westgate Avenue to the south and Cherokee Avenue to the north.

The CRA-owned lands (Lots C1-C3) total approximately 0.65 acres and are located within the western portion of Block 34 as indicated in attached Exhibit A. Lots N1 & N2, totaling approximately 0.33 acres, are not owned by the Westgate CRA, but are deemed essential to the redevelopment of this block. The CRA may purchase more properties before the submission deadline of the RFP. The CRA is seeking proposals that will ensure contiguous development.

The Westgate CRA collaborates with private sector business, property owners, developers and others to expand investment opportunities in the CRA district that implement the CRA’s Community Redevelopment Plan. The CRA seeks to promote the welfare of the residents, property and business owners, and other stakeholders within the CRA by encouraging development opportunities that expand the tax base, create jobs, enhance the urban design and add to the quality of life. The fundamental goal is to position Westgate Avenue as a mixed-use neighborhood commercial destination of a quality that not only serves the needs of the adjacent resident population, but also is attractive to the downtown West Palm Beach and unincorporated County employment base and those who visit the area. Redeveloped sites should help invigorate the Westgate Avenue corridor, highlighting its historical heritage, adding new compatible uses that help create an identifiable sense of place as it fosters housing and/or employment opportunities, improves access, increases the availability of goods and services, and helps create an environment that will attract other private investment capital.

The Westgate CRA is seeking proposals that demonstrate creativity in addressing neighborhood compatibility, street frontage, pedestrian activity, quality design, and quality materials in construction. Factors that the CRA will use in evaluating the proposals include, but are not limited to, the Proposer’s experience and financing capabilities, the reduction or elimination of slum and blight in the Westgate Avenue Corridor, the number of parking spaces being proposed for use by the public and for the proposed project, the affordability of the housing units created (workforce housing), the number of new jobs



being created, the quality of planning, urban design, and architecture, and the effect the project will have on the CRA's tax increment revenues.

II. ABOUT THE WESTGATE CRA

The Westgate/Belvedere Homes Community Redevelopment Agency is vested by the State of Florida pursuant to its powers under Florida Statutes, Chapter 163, Part III, and the Community Redevelopment Act of 1969, as amended, with the authority to request proposals for the redevelopment of an area within its district in order to effectuate redevelopment pursuant to the goals and objectives of the CRA's Redevelopment Plan.

The Agency exists as distinct legal entity governed by a Board of Commissioners for the purpose of eliminating slum and blighted conditions within the proscribed geographic boundaries. The CRA Board is comprised of seven (7) At-large members, appointed by the Palm Beach County Board of County Commissioners, consisting of residents, property or business owners, and/or professionals that are engaged in business in the CRA area.

Empowered by the Redevelopment Act to undertake a broad range of activities designed to eliminate slum and blighted conditions, the CRA has certain powers including the power to buy, sell, assemble, hold, or dispose of property, and has the authority to issue redevelopment bonds and receive incremental ad valorem tax revenues from designated taxing authorities in order to fund its activities.

The CRA is one of the best remaining areas in unincorporated Palm Beach County for successful urban infill and redevelopment. It is within a five-mile radius of the West Palm Beach International Airport, downtown West Palm Beach and City Place, major thoroughfares, and employment and entertainment centers. The CRA has upgraded a majority of the physical infrastructure within its boundaries such as, roadways, drainage and sanitary sewer. An amended Redevelopment Plan was adopted by Palm Beach County Board of Commissioners in 2017 that extended the life of the CRA for another 30 years.

III. SUBMISSION REQUIREMENTS

Proposers should submit five (5) originals (one of which must be unbound), sealed and marked on the outside of the package "Redevelopment Proposal for the Westgate and Cherokee Avenue Parcels" delivered to the CRA's offices located at 1280 N. Congress Ave. Suite 215, West Palm Beach, FL 33409 on or before 2:00 pm on THURSDAY, MARCH 23, 2023.

The CRA's preference for redevelopment is a mixed-use project that includes a combination of commercial/retail, office, and residential that is vertically integrated. Prospective respondents may propose to construct public parking in addition to their own parking, and such public parking proposals should include any financial conditions of CRA participation if any in its development.

A. Description of Request for Proposal

1. Location and Legal Description of the **CRA-owned** Properties (0.65 acres approx.)

a. C1

Address: 2557 Westgate Avenue, West Palm Beach, FL 33409 (Vacant)
Legal Description: West Gate Estates Northern Sec. Lots 35 to 38 Inc., Block 29
Property Control No: 00-43-43-30-03-029-0350 (0.26 acres approx.)

b. C2

Address: Westgate Avenue, West Palm Beach, FL 33409 (Vacant)
Legal Description: Westgate Estates Northern Sec. Lots 39 & 40 Block 29
Property Control No: 00-43-43-30-03-029-0390 (0.13 acres approx.)

c. C3

Address: Cherokee Avenue, West Palm Beach, FL 33409 (Vacant)
Legal Description: Westgate Estates Northern Sec. Lots 12 to 15 Inc., Block 29
Property Control No: 00-43-43-30-03-029-0120 (0.26 acre approx.)

2. Location and Legal Description of the **non-CRA-owned** Properties (0.33 acres approx.)

a. N1

Address: 2551 Westgate Avenue, West Palm Beach, FL 33409
Legal Description: Westgate Estates Northern Sec., Lots 41, 42 & W 10 feet of lot 43, Block 29
Property Control No: 00-43-43-30-03-029-0410 (0.16 acres approx.)

b. N2

Address: 2549 Westgate Avenue, West Palm Beach, FL 33409
Legal Description: Westgate Estates Northern Sec., E 15 feet of lot 43 & lots 44 & 45, Block 29

Property Control No: 00-43-43-30-03-029-0431 (0.17 acre approx.)

B. Land Use Regulations

The Proposer should consider land uses on the ground floor facing the public streets that have the greatest impact for urban retailing. The Westgate Community Redevelopment Area Zoning Overlay (“WCRAO”) within Palm Beach County’s Unified Land Development Code (“ULDC”) sets use, property development regulations and design standards for development in the CRA district that impacts building design and site configuration. All proposed development is also subject to the entitlement processes and other articles of the ULDC. A copy of permitted uses is available upon request. The CRA Redevelopment Plan encourages mixed-use development, and Proposers should confer with the Palm Beach County Planning and Zoning Department for changes or contemplated changes to the ULDC. The Interactive ULDC may be accessed online at <http://www.pbcgov.com/uldc/index.htm>

C. The Westgate CRA’s Community Redevelopment Plan

The CRA’s Community Redevelopment Plan was created by ordinance in 1989, and last revised in October 2017. Copies of the Plan may be downloaded from the CRA’s website at www.westgatecra.org.

D. Survey

The CRA will provide surveys for the properties it owns.

E. Streets and Right-of-ways

The properties are generally bounded by Westgate Avenue to the south and Cherokee Avenue to the north. Osceola Drive is approximately 100 feet to the west. The Proposer should orient the site to Westgate Avenue with access from Cherokee Avenue.

F. Palm Beach County Impact Fees

Development of the property will be subject to Palm Beach County (PBC) Impact Fees.

G. Appraisal

The CRA will provide appraisals for the properties which it owns.

H. Bid Bond

No bid bond required.

I. Deposits

No deposit is required.

J. Proposal Content

The following describes certain information that the CRA will require for the proposal. The Proposer should submit five (5) original copies, one of which must be unbound, which describe the proposed project.

1. The Proposer must state the anticipated use of the redevelopment project. The uses must be currently permissible under Palm Beach County Unified Land Development Code (ULDC) and the WCRAO. Specify the square footage of the total project and the breakdown of each land use.
2. If the Proposer anticipates that the predominant use of the project will be commercial office, retail or residential, then the Proposer must submit, in order to demonstrate that the project is feasible, the anticipated absorption rate for the project, the anticipated mix of unit types, the projected rent (in case of a rental apartment project or room rate in the case of a hotel project), or the projected sales price (in the case of a for-sale project). If accessory uses include retail and/or office, then the Proposer should submit the anticipated absorption, projected rents, and types of retail users. If the Proposer is successful in being ranked to negotiate for the acquisition of the property, then the proposer must submit, prior to the signing of the Contract for Sale and Purchase, a market study justifying the feasibility of the project. The study must be performed by a professional engaged in the business of real estate market research and/or commercial real estate appraising. If an appraiser is utilized, then he or she must be licensed in the State of Florida.
3. The Proposer must submit an illustrative site plan and one or two elevations of the proposed redevelopment project formatted to 11" by 17" for ease of review. The site plan should include the location of proposed building(s) and the public streets surrounding the site. Parking, sidewalks, and major landscaping features should be illustrated. A proposal with a residential component must submit floor

plans and indicate number of proposed dwelling units; a breakdown of commercial square footage should also be included.

4. The Proposer must state the offering price of the CRA property. The offering should state the terms of payment, the anticipated closing date, and any conditions, contingencies, and additional requirements that affect the purchase. The Proposal must include an acquisition strategy for the property not owned by the CRA but deemed essential in the redevelopment effort.
6. The Proposer must submit a time schedule for the completion of the project including the building, parking, and off-site improvements. If the project is to be redeveloped in phases, then the time schedule should reflect the phases.
7. The Proposer must submit a total project cost analysis stating, by category, the major elements of the project. The major cost items shall include, as a minimum, land costs, building costs, tenant improvement costs, parking costs, landscaping costs, architectural and engineering costs, marketing costs, financing costs, and any other significant costs.
8. The Proposer must submit a financing plan which may include a preliminary financing commitment letter from a lending institution or other primary source of investment financing for the construction of the project. The financing plan must also account for all debt and equity investment required to fund the project. A firm financing commitment from a lending institution or other source of investment financing must be provided prior to the closing of the sale of the land and within sixty (60) days after the execution of the contract.
9. The Proposer must submit information which permits an understanding of the Proposer's organizational structure, its members, qualifications, and financial strength. The CRA reserves the right to research the background of each principal with respect to both credit and police records. The Proposer must submit a signed consent form, attached herein, as part of the proposal. The following information is required in the submission for this paragraph.
 - a. Description of the legal organizational structure of the Proposer (and its parent entity, if it is a subsidiary). If the Proposer intends to create a separate entity solely for the purpose of developing the proposed project, then each partner or stockholder or member should describe their respective legal organizational structure.

- b. Identification of the Proposer’s principals, partners, officers, or co-venturers, including names, addresses, telephone and fax numbers, and social security and federal business identification numbers.
 - c. Information concerning the relevant experience of the Proposer and key project personnel, including a listing and description of past projects.
 - d. A minimum of three (3) verifiable professional references.
 - e. In addition, the Proposer must make available for inspection at his or her place of business, a current (audited, if available) financial statement of the proposing entity which includes a balance sheet, a three-year statement of past income, and a projected one-year income statement for the current fiscal year for the Proposer (and its parent entity if it is a subsidiary). If the proposing entity is to be created specifically for the intended project or if the proposing entity is less than three years old, then each partner or stockholder must submit its own financial statement as described above. Tax returns may be substituted for financial statements. Information regarding any legal or administrative actions, past or pending, that might impact the capacity of the Proposer (or its principals or affiliates) to complete the project must be disclosed. Disclosure of any bankruptcies and legal actions by any of the above or related entities during the past ten years must be made with the RFP. The CRA reserves the right to conduct a background check and credit check on prospective bidders and their partners.
10. The CRA will require a buy-back provision to be negotiated as part of the final contract in the event the purchaser fails to complete its obligations for the commencement of the project within three (3) years from execution of the contract or an agreed upon time.
11. The Proposer must submit the number of parking spaces their project intends to provide and the extent to which the spaces might be available to the public, either during peak hours and/or off-peak hours. If public parking will be constructed, then the proposal should state the terms and conditions that are expected of the County or CRA, including financial participation, parking management or other issues.
12. The CRA will not consider any proposals that would seek ad valorem tax exempt status from any taxing authorities at any time for either part or for the whole of the intended project; however, a TIF rebate can be negotiated.

K. Selection Criteria

Factors that the CRA will use in evaluating proposals include, but are not limited to, the following:

1. The qualifications (previous experience and capabilities) and financial capacities of the Proposer as they would indicate its ability to complete the project. Public/private partnership is encouraged.
2. The prospects for market and financial feasibility of the proposed project.
3. The level of commitment of financing sources.
4. The potential tax revenues generated by the project.
5. The number of quality, workforce housing units that will be provided.
6. The extent to which the project includes an outreach to the surrounding neighborhood in terms of small business development and employment opportunities.
7. The number of parking spaces created and their availability for public use.
8. The extent to which the mix of the proposed land uses supports the other land uses in the commercial corridor within the redevelopment area.
9. The quality of site planning and building design proposed for the project.
10. Use of minority/women owned businesses as subcontractors or minority/women controlled partnerships in the development process.

L. Proposals and Disposition Process

Sealed proposals must be filed with the Westgate CRA at its offices located at 1280 N. Congress Avenue, Suite 215, West Palm Beach, Florida 33409, **no later than Thursday, March 23, 2023 @ 2:00pm (EST)**. CRA staff will open the proposals after that time and review them for compliance with submission requirements. The CRA will establish a Review Committee to review and rank all qualified proposals in accordance with the selection criteria listed in Paragraph K and the redevelopment philosophy of the CRA.

Up to three of the top ranked Proposers will be invited to make a presentation at a public meeting to the Westgate CRA Board. The Board will select the top ranking proposal in April 2023. Final land conveyance shall be approved by the Palm Beach County Board of County Commissioners.

The CRA reserves the right to negotiate such terms and conditions with the successful Proposer as it deems in the public interest. In the event a contract is not negotiated to the CRA's satisfaction, the CRA may abandon such negotiation, and if it determines it appropriate, to then commence negotiations with the next ranked Proposer. All Proposers should be familiar with the requirements of Florida Statutes Chapter 163.380 to which this Request for Proposal is subject.

Proposals entered into this RFP process shall be considered irrevocable until after a Proposer selected to enter into contract with the Westgate CRA. Withdrawal during this period or a failure to participate in the requirements of the bid process shall result in a forfeiture of the bid deposit.

M. Minimum Offer

Any offers for less than appraised or fair market value must indicate the value of other amenities provided for the public, such as parking and/or open space, as well as, stating the specific benefits the proposed project would bring to the surrounding area.

N. Right to Withdraw

Chapter 163.380 requires that once a contract is negotiated, the same must be filed with Palm Beach County Clerk with the Notice of Intent to award such contract thirty (30) days prior to the execution of such contract. The CRA specifically reserves the right to refrain from awarding a contract for the sale of any or all of the subject property to any person and to withdraw from the process and/or negotiations at any time at its sole discretion. The CRA reserves the right to enter into a contract with any of the Proposers on the basis of the impact on redevelopment by the proposed project in the CRA's sole discretion and not necessarily to the Proposer offering the highest purchase price. The CRA expressly reserves the right to obtain economic feasibility studies and parking studies with regard to any or all of the subject proposals.

O. Site Visits

Any interested party may visit the site at any time. Please call or email CRA office at (561) 640-8181 or dpennell@pbcgov.org for an appointment.

P. Interpretations

Questions and inquiries concerning the proposal and specifications of the solicitation shall be submitted in writing and directed to Ms. Denise Pennell, Senior Planner/Project Manager, Westgate CRA, 1280 N Congress Avenue, Suite 215, West Palm Beach, FL 33409 or at dpennell@pbcgov.org. Such questions and inquiries must be received no later than ten (10) calendar days prior to the date set for receiving proposals. Oral explanations, information and instructions shall not be considered binding on the CRA. All prospective Proposers are encouraged to independently verify the accuracy of any information provided. Neither the CRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any Proposer.

Q. Pre-submittal Meeting

There will not be a pre-submittal meeting.

R. Registration and Addenda

All interested parties must register their name, email address, business address and telephone number at the CRA office in order to receive any changes, additions, addendums or other notices concerning the RFP. A registration form will be supplied in the office of the CRA.

S. Westgate CRA Offices

The Westgate/Belvedere Homes Community Redevelopment Agency is located at 1280 N. Congress Avenue Suite 215, West Palm Beach, FL 33409. The telephone number is (561) 640-8181.

IV. AUTHORIZATION FOR RELEASE OF INFORMATION

To whom it may concern:

The undersigned hereby authorizes you to release to the Westgate/Belvedere Homes Community Redevelopment Agency (“Westgate CRA”) any information in your possession regarding the undersigned either of a professional credit or personal nature including the statement of your opinions with regard to the undersigned’s professional credit and personal character.

By: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2023, by _____, who is personally known to me or who has respectively produced _____ as identification and did not take an oath.

Notary Public: _____

Print Name: _____

Commission No.: _____

(SEAL)

My Commission Expires: _____

Name: _____

Home Address: _____

Home Telephone Number: _____

Business Telephone Number: _____

Social Security Number: _____

Date of Birth: _____

Professional License Number: _____

V. RFP ANTICIPATED SCHEDULE

RFP Issuance Date: February 23, 2023

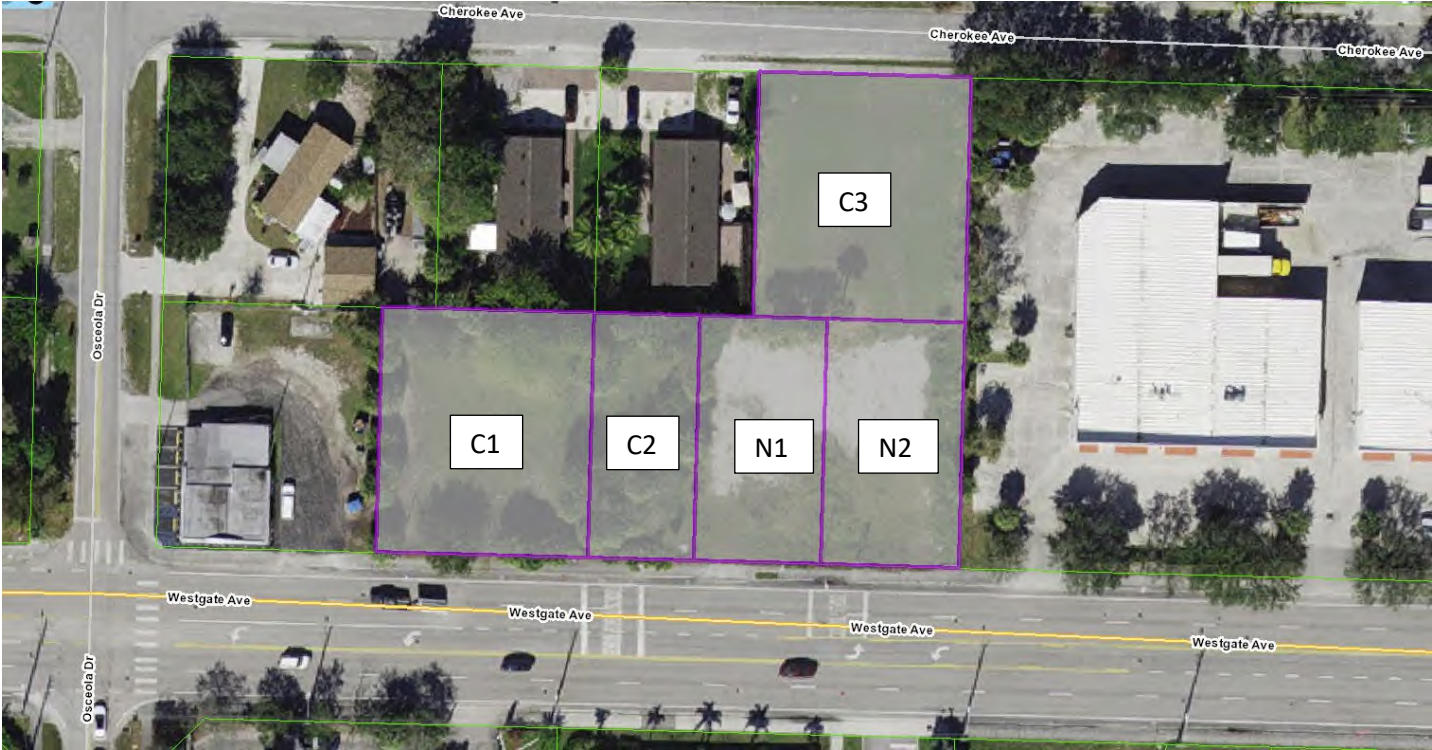
RFP Response Deadline: March 23, 2023

Review, rank, and selection of top respondents by Review Committee no later than: April 3, 2023

Presentations and selection made by top respondents to CRA Board: April 10, 2023

Note: *Dates above are subject to change. Registered respondents will be notified by email of changes, if any.*

LOCATION MAP





November 16, 2022

Mr. Elizee Michel, Executive Director
Westgate Community Redevelopment Agency
1280 N. Congress Avenue, Suite 215
West Palm Beach, FL 33409

**Water Utilities Department
Administration**

8100 Forest Hill Blvd.
West Palm Beach, FL 33413
(561) 493-6000
Fax: (561) 493-6008
www.pbcwater.com

**Re: Interlocal Agreement between Palm Beach County and the
Westgate Community Redevelopment Agency regarding
Utility Construction (R2021-0356)
Phase 2- Letter Amendment
WUD Project No. 20-028**

Dear Mr. Michel,

**Palm Beach County
Board of County
Commissioners**

- Robert S. Weinroth, Mayor
- Gregg K. Weiss, Vice Mayor
- Maria G. Marino
- Dave Kerner
- Maria Sachs
- Melissa McKinlay
- Mack Bernard

I am writing this letter in accordance the Interlocal Agreement between Palm Beach County (County) and the Westgate Community Redevelopment Agency (CRA) Regarding Utility Construction dated March 9, 2021 (County Resolution No. R2021-0356)(Interlocal Agreement). Pursuant to Section 3 of the Interlocal Agreement, should changing conditions increase the CRA's share of the Phase 2 construction costs, the County shall provide notice of the increase to the CRA, and should the CRA wish to continue the construction, the County Authorized Designee and the CRA Authorized Designee shall execute a letter amendment modifying Exhibit "B" to the Interlocal Agreement.

Please consider this notice of the increase of the construction costs, which are due to driveway removal, restoration, and additional drainage pipe. Attached hereto is a Revised Exhibit "B" which reflects the increase in the CRA's share of the Phase 2 construction costs. By executing this letter amendment, the Interlocal Agreement will be amended to include the Revised Exhibit "B". If the CRA wishes to continue with the Phase 2 construction, please have the CRA Authorized Designee, or their designee, sign below and return to me.

County Administrator

Verdenia C. Baker

Ali Bayat

Ali Bayat, P.E., PMP, Director, PBCWUD

Elizee Michel, Executive Director, Westgate CRA

"An Equal Opportunity
Affirmative Action Employer"

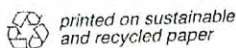


Exhibit B - Revised

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

PROJECT NAME: Belvedere Heights Water Main Replacement Phase 2
 WUD PROJECT NO.: 20-028 RESOLUTION NO.: R2020-0862
 CONTRACTOR: Centerline Utilities Inc.
 ADDRESS: 2180 SW Poma Drive, Palm City, FL 34990
 APPLICATION NO.: 08FINAL PERIOD FROM: 04/01/22 TO 04/29/22
 ACCOUNT NUMBER: 4011-721-W031-6543

Item # (1)	Description of Item (2)	Original Estimate				Completed				Cost to Complete (9)	% Complete (10)
		Quantity (3)	Unit (4)	Unit Price (5)	Value (6)	WUD Units To-Date (7a)	CRA Units To-Date (7b)	WUD Cost To-Date (8a)	CRA Cost To-Date (8b)		
4	6" PVC WM Pipe	20	LF	\$17.00	\$340.00	45	0	\$765.00	\$0.00	-\$425.00	225%
7	8" PVC WM Pipe	4810	LF	\$24.00	\$115,440.00	4797	0	\$115,128.00	\$0.00	\$312.00	100%
28	Ductile Iron Fittings	1,2000	TN	\$5,500.00	\$6,600.00	1.89	0	\$10,395.00	\$0.00	-\$3,795.00	158%
40	6" MJ Restraint for DIP	11	EA	\$575.00	\$6,325.00	11	0	\$6,325.00	\$0.00	\$0.00	100%
51	6" MJ Restraint for PVC	13	EA	\$600.00	\$7,800.00	17	0	\$10,200.00	\$0.00	-\$2,400.00	131%
52	8" MJ Restraint for PVC	114	EA	\$625.00	\$71,250.00	115	0	\$71,875.00	\$0.00	-\$625.00	101%
64	8" Bell Restraint for PVC	62	EA	\$240.00	\$14,880.00	68	0	\$16,320.00	\$0.00	-\$1,440.00	110%
76	6" Gate Valve & Box	2	EA	\$990.00	\$1,980.00	2	0	\$1,980.00	\$0.00	\$0.00	100%
77	8" Gate Valve & Box	19	EA	\$1,400.00	\$26,600.00	22	0	\$30,800.00	\$0.00	-\$4,200.00	116%
96	12"x8" Tapping Sleeve & Valve	2	EA	\$7,000.00	\$14,000.00	0	0	\$0.00	\$0.00	\$14,000.00	0%
142	Fire Hydrant Assembly (w/ 6" GV, Anchor Tee & 6" RJ DIP)	11	EA	\$4,500.00	\$49,500.00	11	0	\$49,500.00	\$0.00	\$0.00	100%
146	Sample Points on Hydrant	10	EA	\$1,000.00	\$10,000.00	12	0	\$12,000.00	\$0.00	-\$2,000.00	120%
159	Short Single Water Service (<10')	4	EA	\$1,200.00	\$4,800.00	2	0	\$2,400.00	\$0.00	\$2,400.00	50%
161	Short Dbl Water Service (<10')	19	EA	\$1,300.00	\$24,700.00	20	0	\$25,000.00	\$0.00	-\$1,300.00	105%
163	Long Single Water Service (<40')	15	EA	\$1,700.00	\$25,500.00	5	0	\$8,500.00	\$0.00	\$17,000.00	33%
165	Long Dbl Water Service (<40')	24	EA	\$2,000.00	\$48,000.00	30	0	\$60,000.00	\$0.00	-\$12,000.00	125%
174	6" Asbestos Pipe Removal	40	LF	\$14.50	\$580.00	140	0	\$2,030.00	\$0.00	-\$1,450.00	350%
177	4" to 12" Connect to Existing WM	4	EA	\$3,300.00	\$13,200.00	10	0	\$33,000.00	\$0.00	-\$19,800.00	250%
180	Grout Existing 6" Pipe	5276	LF	\$9.00	\$47,484.00	6619	0	\$59,571.00	\$0.00	-\$12,087.00	125%
181	Grout Existing 8" Pipe	70	LF	\$11.00	\$770.00	70	0	\$770.00	\$0.00	\$0.00	100%
184	Milling of Asphalt	10545	SY	\$8.00	\$84,360.00		10321	\$0.00	\$82,568.00	\$1,792.00	98%
185	Asphalt Overlay	595	TN	\$200.00	\$119,000.00		591.4	\$0.00	\$118,280.00	\$720.00	99%
186	Asphalt Rdwy Rem/Restore	690	SY	\$50.00	\$34,500.00	82.55	629.45	\$4,127.50	\$31,472.50	\$1,100.00	103%
189	Conc Rdwy Rem/Restore	3745	SY	\$56.00	\$209,720.00	1887.18	2833.92	\$105,682.08	\$158,699.52	-\$54,661.60	126%
193	Timberock Rdwy Rem/Restore	1275	TN	\$29.00	\$36,975.00		1163.4	\$0.00	\$33,738.60	\$3,236.40	91%
198	Floritam Sodding	4412	SY	\$5.50	\$24,266.00	1499.56	1499.55	\$8,247.58	\$8,247.53	\$7,770.90	68%
199	Bahia Sod	8194	SY	\$3.50	\$28,679.00	4109.28	4109.28	\$14,382.48	\$14,382.48	-\$85.96	100%
201	Remove Trees up to 12" Dia	38	EA	\$150.00	\$5,700.00	10	28	\$1,500.00	\$4,200.00	\$0.00	100%
202	Record Drawing	8467	LF	\$2.00	\$16,934.00	4830	3637	\$9,660.00	\$7,274.00	\$0.00	100%
203	Construction Survey	8467	LF	\$2.25	\$19,050.75	4830	3637	\$10,867.50	\$8,183.25	\$0.00	100%
204	Preconstruction Video	8467	LF	\$0.75	\$6,350.25	4830	3637	\$3,622.50	\$2,727.75	\$0.00	100%
205	Manhole Rem/Restore	38	EA	\$75.00	\$6,600.00	44	44	\$3,300.00	\$3,300.00	\$0.00	100%
206	MOT Residential Street	8467	LF	\$2.00	\$16,934.00	4830	3637	\$9,660.00	\$7,274.00	\$0.00	100%
207	MOT Arterial Roadway	1300	LF	\$3.00	\$3,900.00	650	650	\$1,950.00	\$1,950.00	\$0.00	100%
209	Density Tests	380	EA	\$30.00	\$11,400.00	264.5	264.5	\$7,935.00	\$7,935.00	-\$4,470.00	139%
210	Fractor Tests	12	EA	\$110.00	\$1,320.00	1	1	\$110.00	\$110.00	\$1,100.00	17%
211	Concrete Test Cylinder	35	EA	\$110.00	\$3,850.00	0	0	\$0.00	\$0.00	\$3,850.00	0%
218	Sign Rem/Restore	13	EA	\$150.00	\$1,950.00	6	7	\$900.00	\$1,050.00	\$0.00	100%
255	6" Single Line Stop	1	EA	\$7,400.00	\$7,400.00	0	0	\$0.00	\$0.00	\$7,400.00	0%
256	8" Single Line Stop	1	EA	\$7,600.00	\$7,600.00	0	0	\$0.00	\$0.00	\$7,600.00	0%
Subtotal Base Bid Items:					\$1,136,238.00			\$699,503.64	\$491,392.63	-\$54,658.27	105%

Exhibit B - Revised

Item # (1)	Description of Item (2)	Quantity (3)	Original Estimate			Completed					
			Unit (4)	Unit Price (5)	Value (6)	WUD Units To-Date (7a)	CRA Units To-Date (7b)	WUD Cost To-Date (8a)	CRA Cost To-Date (8b)	Cost to Complete (9)	% Complete (10)
259A	15" RCP Storm Pipe	423	LF	\$104.42	\$44,169.66	0	423	\$0.00	\$44,169.66	\$0.00	100%
259B	14" x 23" ERCP Storm Pipe	347	LF	\$89.59	\$31,087.73	0	347	\$0.00	\$31,087.73	\$0.00	100%
259C	18" HDPE Storm Pipe	2800	LF	\$53.32	\$149,296.00	0	2800	\$0.00	\$149,296.00	\$0.00	100%
259D	30" Corrugated Alum Stm Pipe	67	LF	\$78.62	\$5,267.54	0	70	\$0.00	\$5,503.40	-\$235.86	104%
259E	Type C Inlet	26	EA	\$3,397.10	\$88,324.60	0	27	\$0.00	\$91,721.70	-\$3,397.10	104%
259F	Type E Inlet	6	EA	\$4,142.88	\$24,857.28	0	5	\$0.00	\$20,714.40	\$4,142.88	83%
259G	18" MES (Elliptical)	9	EA	\$1,609.08	\$14,481.72	0	9	\$0.00	\$14,481.72	\$0.00	100%
259H	18" CAP Storm Pipe Removal	426	LF	\$14.46	\$6,159.96	0	451	\$0.00	\$6,521.46	-\$361.50	106%
259I	Connect to Existing Structure	2	EA	\$3,707.56	\$7,415.12	0	2	\$0.00	\$7,415.12	\$0.00	100%
259J	Finalize Proposed Drainage System	3637	LF	\$2.88	\$10,474.56	0	3637	\$0.00	\$10,474.56	\$0.00	100%
259K	Driveway Survey Layout & As-built (Non WM Side of Rdwy)	73	EA	\$169.05	\$12,340.65	0	73	\$0.00	\$12,340.65	\$0.00	100%
259L	Rem Existing Conc, Asph Pavers in ROW	1090	SY	\$14.49	\$15,794.10	0	1090	\$0.00	\$15,794.10	\$0.00	100%
259M	Remove Trees <12" Dia.	1	EA	\$8,250.00	\$8,250.00	0	1	\$0.00	\$8,250.00	\$0.00	100%
259N	Swale Cut/Grade to Proposed Section	8695	LF	\$7.94	\$69,038.30	0	8695	\$0.00	\$69,038.30	\$0.00	100%
259O	Swale Scope Survey	8695	LF	\$2.30	\$19,998.50	0	8695	\$0.00	\$19,998.50	\$0.00	100%
259P	(Item 185 Adder) Change Sp-9.5 to FC-9.5	594	TN	\$94.50	\$56,133.00	0	591.4	\$0.00	\$55,887.30	\$245.70	100%
259Q	(Item 186 Adder) Change Sp-9.5 to FC-9.5	690	SY	\$5.18	\$3,574.20	0	712	\$0.00	\$3,688.16	-\$113.96	103%
260	Mobilization (2.5% of Base Bid Subtotal)	28405.95	\$\$	\$1.00	\$28,405.95	16718.59	11687.36	\$16,718.59	\$11,687.36	\$0.00	100%
261	Demobilization (1% of Base Bid Subtotal)	11362.38	\$\$	\$1.00	\$11,362.38	6687.43	4674.95	\$6,687.43	\$4,674.95	\$0.00	100%
Subtotal Additional Bid Items:					\$606,431.25			\$23,406.02	\$582,745.07	\$280.16	100%
Total All Bid Items:					\$1,742,669.25			\$722,909.66	\$1,074,137.70	-\$54,378.11	103%
								\$1,797,047.36			

5/19/2022
X Lewis Cook
Inspector

Exhibit B- Revised

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

PROJECT NAME: Belvedere Heights Water Main Replacement Phase 2
 WUD PROJECT NO.: 20-028 RESOLUTION NO.: R2020-0862
 CONTRACTOR: Centerline Utilities Inc.
 ADDRESS: 2180 SW Poma Drive, Palm City, FL 34990
 APPLICATION NO.: 08FINAL PERIOD FROM: 04/01/22 TO 04/29/22
 ACCOUNT NUMBER: 4011-721-W031-6543

WORK SUPPLEMENTS

C.O.# (1)	Date (2)	Work Supplement		Additions		Deletions (7)
		Item # (3)	Description (2)	Amount (5)	Amount Completed To-Date (6)	
1	2/9/2022	8	8" DIP WM Pipe	\$2,280.00	\$2,280.00	
1	2/9/2022	14	12" DIP WM Pipe	\$4,400.00	\$4,290.00	
1	2/9/2022	41	8" MJ Restraint for DIP	\$14,400.00	\$14,400.00	
1	2/9/2022	42	12" MJ Restraint for DIP	\$13,000.00	\$13,000.00	
1	2/9/2022	74	12" Bell Restaint for DIP	\$4,800.00	\$4,800.00	
2	3/21/2022	2.2	2ea Auto Flushing Sta.	\$9,991.01	\$9,991.01	
Total Work Supplements:				\$48,871.01	\$48,761.01	\$0.00

Item	Description	Quantity	Unit	Rate	Total
2594	15 RCP Storm Pipe (All Crossings)	433	LF	\$ 104.42	\$ 44,818.86
2598	18 RCP Storm Pipe (E/Elipsoid)	32	EA	\$ 88.59	\$ 2,834.88
2599	18 HRP Storm Pipe (E/Elipsoid)	2002	LF	\$ 53.32	\$ 106,740.64
2599	30 HRP Storm Pipe (E/Elipsoid)	67	EA	\$ 78.62	\$ 5,267.54
2599	30 HRP Storm Pipe (E/Elipsoid)	26	EA	\$ 3,397.10	\$ 88,324.60
2599	18 HRP Storm Pipe (E/Elipsoid)	9	EA	\$ 4,142.88	\$ 37,285.92
2599	18 HRP Storm Pipe (E/Elipsoid)	428	LF	\$ 1,692.08	\$ 722,810.24
2599	18 HRP Storm Pipe (E/Elipsoid)	2	EA	\$ 14,481.72	\$ 28,963.44
2599	18 HRP Storm Pipe (E/Elipsoid)	3297	LF	\$ 3,707.88	\$ 12,219,456.36
2599	18 HRP Storm Pipe (E/Elipsoid)	73	EA	\$ 189.09	\$ 13,783.53
2599	18 HRP Storm Pipe (E/Elipsoid)	1090	SV	\$ 14.49	\$ 15,794.10
2599	18 HRP Storm Pipe (E/Elipsoid)	1	EA	\$ 8,250.00	\$ 8,250.00
2599	18 HRP Storm Pipe (E/Elipsoid)	8695	LF	\$ 7.94	\$ 68,938.30
2599	18 HRP Storm Pipe (E/Elipsoid)	8695	LF	\$ 2.30	\$ 19,998.50
2599	18 HRP Storm Pipe (E/Elipsoid)	994	TL	\$ 94.50	\$ 93,870.00
2599	18 HRP Storm Pipe (E/Elipsoid)	890	SV	\$ 5.18	\$ 4,611.20

Item	Description	Quantity	Unit	Rate	Total
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Agenda Item is over 50 pages; may be viewed in the Minutes Department

Agenda Item #: 3-C-

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	March 14, 2023	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Department:	Engineering & Public Works Department
Submitted By:	Engineering & Public Works Department
Submitted For:	Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consultant Service Authorization (CSA) No. 4 to the Annual Construction Engineering Inspection (CEI) Services Contract (R2021-0882) dated July 13, 2021 (Contract) with Mehta and Associates, Inc. (MAI) in the amount of \$676,033.50 for the Westgate Avenue from Wabasso Drive to Congress Avenue (Project).

SUMMARY: Approval of this CSA will provide the professional services necessary for CEI services during construction. The Affirmative Procurement Initiative selected for this Contract on November 6, 2019 by the Goal Setting Committee are a 20% minimum mandatory Small Business Enterprise (SBE) participation and a SBE evaluation preference. MAI agreed to 20% SBE participation for the Contract. They agreed to 20.51% SBE participation for this CSA. Prior to this meeting date, approximately \$*** has been encumbered under this Contract. **This Project is included in the Five-Year Road Program and the infrastructure sales tax.** District 7 (YBH)

Background and Justification: On July 13, 2021, the Board of County Commissioners (BCC) approved the Contract with MAI to provide the professional services for CEI services throughout the County. The fee, as detailed in **Exhibit B** of the attached CSA, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum)	\$676,033.50	(CEI)
Reimbursable Services (Not to Exceed)	\$ 0.00	
Optional Services (Not to Exceed)	\$ 0.00	
Total:	\$676,033.50	

After reviewing the attached CSA and finding it in proper order, the Engineering Department recommends BCC approval.

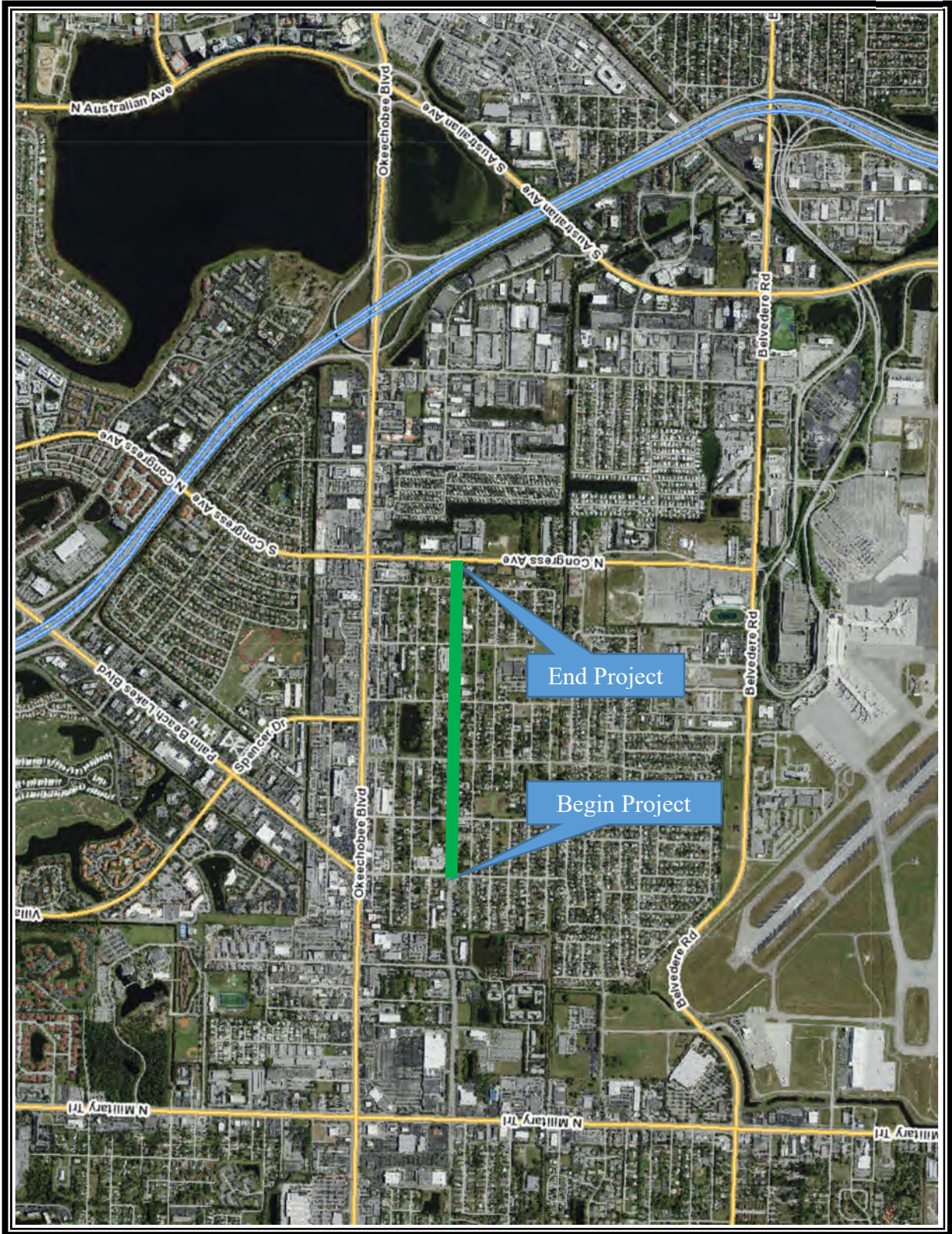
Attachments:

1. Location Map
 2. CSA No. 4 with Exhibits A, B, C, D & Ebix Insurance Compliance (2)
-

Recommended by: _____
County Engineer Date

Approved By: _____
Assistant County Administrator Date

PROJECT LOCATION
WESTGATE AVENUE
FROM WABASSO DRIVE TO CONGRESS AVENUE
PROJECT NUMBER 2019601



LOCATION MAP

CONSULTANT SERVICE AUTHORIZATION NO. 4
UNDER THE ANNUAL CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES CONTRACT

Project Name: **Westgate Avenue from Wabasso Drive to Congress Avenue**

Project No: **2019601**

Commission District No.: **7**

SBE Participation for this authorization is **21.51%**

SBE Participation to date for this CSA is **21.51%**

SBE Commitment is **20%**

This authorization is under the EBO Ordinance.

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

Account No.: 3900-361-1950-8101/9643

Consultant Service Authorization No. 4 (CSA) to the Annual Construction Engineering Inspection (CEI) Services Contract dated July 13, 2021, (R2021-0882) (CONTRACT), between the COUNTY and the CONSULTANT identified herein is for the services described in **EXHIBIT A** and **EXHIBIT B** for this CSA.

1. CONSULTANT: Mehta and Associates, Inc.

2. Address: One Purlieu Place, Suite 100, Winter Park, FL 32792

3. CONSULTANT shall begin work promptly on the requested Services, per the schedule attached as part of **EXHIBIT A**.

4. Scope of Services to be provided by CONSULTANT: Provide professional engineering services to Palm Beach County for the Westgate Avenue from Wabasso Drive to Congress Avenue project. Provide CEI services during construction in accordance with the attached **EXHIBIT A** dated February 21, 2022.

5. The compensation to be paid CONSULTANT for providing the requested services as detailed in **EXHIBIT B** shall be:

<input checked="" type="checkbox"/> Basic Services in a lump sum fee of	\$676,033.50
<input type="checkbox"/> Reimbursable Expenses capped at	\$ 0.00
<input type="checkbox"/> Optional Services capped at	\$ 0.00
Totaling	\$676,033.50

OEBO Schedules 1 & 2 **EXHIBIT C**

Project History **EXHIBIT D**

6. All terms of the CONTRACT shall apply to this CSA.

CONSULTANT SERVICE AUTHORIZATION NO. 4
UNDER THE ANNUAL CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES CONTRACT

IN WITNESS WHEREOF, this CSA is accepted as of the date signed by the COUNTY below, subject to the terms and conditions of the aforementioned CONTRACT.

CONSULTANT: **Mehta and Associates, Inc.**
Federal ID: 59-2827930

Approved as to Terms and Conditions

Signed: _____

By: _____

Typed Name: Vipin C. Mehta, P.E.

Typed Name: Morton L. Rose, P.E.

Title: President

Title: Division Director

Date: _____

(Corporate Seal)

ATTEST WITNESS:

Signed: _____

Typed Name: _____

Title: _____

Date: _____

CONSULTANT SERVICE AUTHORIZATION NO. 4
UNDER THE ANNUAL CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES CONTRACT

{SIGNATURE PAGES CONTINUED}

COUNTY: **Palm Beach County**, a Political
Subdivision of the State of Florida, by and
through its Board of County Commissioners

Signed: _____

Typed Name: Gregg K. Weiss

Title: Mayor

Date: _____

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

By: _____

Deputy Clerk

Approved as to Form and Legal Sufficiency

By: _____

Typed Name: Yelizaveta B. Herman

Title: Assistant County Attorney

F:\ROADWAY\CCNA\ANNUALS\CEI\Mehta\2019\2019601 Westgate Ave\2019601 CSA.docx

OK to process
Kofanell
3/16/22

February 21st, 2022
Revised March 1st, 2022
Revised March 7th, 2022
Revised March 9th, 2022

Maroun Azzi, P.E.
Roadway Production Division
Palm Beach County
2300 North Jog Road
3rd Floor, West Wing
West Palm Beach, FL 33411

**RE: Exhibit A – Fee Proposal and Scope of Services for Construction Engineering and Inspection (CEI) Annual Services Contract 2021052 - Task Work Order 4: Westgate Avenue from Wabasso Drive to Congress Avenue
Project ID No.: 2019601
FDOT FM No.: 444371-1-58-01**

Dear Mr. Azzi,

Mehta and Associates, Inc. (MEHTA) appreciates the opportunity to submit this proposal for providing CEI Services associated with the above-referenced project. Herein, we provide a general discussion of services that we understand will be required for this project and present our Schedule of Fees for such services. It is understood that this project is receiving FHWA Federal Funding via the Florida Department of Transportation (FDOT) LAP Program. In addition to inspection and coordination, MEHTA will coordinate with and provide FDOT with all the required information to ensure compliance with all LAP requirements.

Scope of Work:

MEHTA shall provide the CEI services required for contract administration, inspection, and materials sampling and testing for the Milling and Resurfacing, Drainage improvements, Sidewalk and Pedestrian Lighting Improvements, restriping, and Traffic calming elements project. MEHTA shall perform all services necessary to properly coordinate the activities of all parties involved in completing the project, which includes maintaining complete and accurate records of all activities and events relating to the Project; properly documenting all significant project changes; assisting the county with interpreting plans, specifications, and construction contract provisions; making recommendations to the County to resolve disputes; maintaining an adequate level of surveillance of the Contractor's activities; and coordinating with FDOT to ensure LAP requirement compliance.

The CEI services and deliverables for this Contract consist of but are not limited to:

Contractor Monitoring

Monitor Contractor's work and assure that the Contractor is conducting inspections, preparing reports, and monitoring all Stormwater pollution prevention measures associated with the project. Review and monitor compliance with drawings, contract documents, and specifications.

LAP Coordination

Request and obtain access to FDOT LAP reporting documentation systems: Local Area Program Information Tool (GAP) and Equal Opportunity Compliance (EOC). Conduct and submit labor interviews for conformance with wage rates and DBE monitoring reports. Prepare and submit monthly LAP progress report(s), upload contract documents, payment applications, change orders, and related documents. Coordinate and assist the County with reimbursement package submittal.

Verification Laboratory Material Testing and Sampling Services

Provide sampling and testing of the stabilized subgrade and base material, as may be necessary; sample and perform compressive test of the structural concrete elements. See attached scope and proposal from RADISE International, L.C (RADISE).

Problem Resolution

Analyze problems that arise on a project and proposals submitted by the Contractor, prepare, and submit recommendations to the County's Project Manager, and process the necessary paperwork.

Payment Review

Produce reports; verify quantity calculations, and field measure for payment purposes as required.

Traffic Control

Review work zone traffic control plan implementation and inspection of maintenance of traffic schemes and devices in work zones to assure they are in accordance with the County's requirements.

Project Journal

Maintain both a detailed electronic and hard copy diary with accurate records of the Contractor's operations; quantities, testing data, and significant events that affect the work. Submit daily construction reports to the County's Project Manager on a weekly basis.

Project Meetings

Administer project meetings with appropriate team members in attendance; prepare and distribute meeting minutes to attendees; note changes and/or corrections and ensure all attendees approve minutes at subsequent meetings. Meetings will be scheduled as needed.

Record Drawing Review

Throughout the course of the project, review as-recorded drawings to verify the Contract Drawings are noted to reflect actual construction; review monthly status of as-recorded drawings and verify for monthly pay applications; notify the Contractor in a timely fashion of deficiencies noted; provide follow up to verify Contractor brings as-recorded drawing status up to date.

Develop a Progressive List of Items Requiring Correction

Develop and provide to the Contractor an on-going list of items requiring correction to encourage the timely correction of noted construction deficiencies; monitor construction throughout the project duration and identify deficient items; provide the Contractor with an updated list at construction meetings.

Notification of Accident Damage/Injury

Document any inspections made of property damage or personal injury accidents on site and provide a written report to the County's Project Manager; require lost-time accident reports at construction meetings.

Contract Interpretations and Modifications

Receive, log, and coordinate reviews and responses to Contractor's Requests for Information (RFI's) following Palm Beach County approval and concurrence; responses to RFI's will be provided to the Contractor within seven (7) days; after PBC concurrence, prepare and issue response letters, field orders, or Change Proposal Requests as required.

Administration of Changed Work

Track changes from initiation through completion; estimate cost and time impacts, and assist with negotiation of changes in contract time and cost; prepare change orders to incorporate changes within Contract Documents; evaluate the Project on a continual basis to determine when changes are required; include justification documents with each Change Order; maintain current status logs of all Change Proposal Requests and Change Orders; review as-recorded drawings to verify changes in work are reflected as applicable; review pay requests to verify Change Order items are broken out and that payment is not made until work is complete.

Review and Recommend Contractor's Applications for Payment to PB County

Receive and review draft applications for payment prepared by the Contractor, and note and attempt to reconcile discrepancies between Engineer's estimate of progress and Contractor's application; review draft application for payment in comparison to measured or estimated quantities; make notations of deficient work not recommended for payment until corrected; deletion of payment for stored materials and/or equipment which do not have approved shop drawings and/or proper invoices; reduction of value for partially completed items claimed as complete; return a copy of the reviewed draft to the Contractor; meet with Contractor to reconcile discrepancies; review revised application for payment and, if acceptable, recommend payment and forward to the County Project Manager for processing.

Project Closeout

Receive and review the Contractor's required substantial completion submittal, and determine if Project is ready for substantial completion inspection; develop substantial completion submittal checklist and perform the following activities: verify submittal of all required documents, review Contractor Record Drawings, perform drafting of Record Drawing revisions on reproducible set and transmit to the County's Project Manager for concurrence, review other substantial completion submittal documents for

completeness and compliance with Contract provisions, and schedule substantial completion inspection after PBC concurrence.

Conduct Substantial Completion Inspection

Coordinate, conduct, and document the substantial completion inspection; notify all project team members of date of substantial completion inspection; prepare and distribute the punch list format to the parties conducting the inspection; review progress of corrective action on punch list items, periodically updates, and re-issue; identify the tentative date of substantial completion and prepare and issue Certificate of Substantial Completion with a list of stated qualifications (punch list).

Final Completion

Receive and review the Contractor's required final completion submittal; develop final completion submittal checklist; verify submittal of all required documents and review for completeness and compliance with Contract provisions; notify County Project Manager, Contractor, and other affected parties of date of final inspection; coordinate, attend and conduct the final inspection meeting and physical walk-through of the Project. Secure and transmit to the County warranties and similar submittals required by the Contract Documents for delivery to the County and deliver all keys, manuals, and record drawings to the County. Provide Project Certification to permitting agencies based on Contractor provided Record Drawings, Tests, Product Certifications, Documents, as necessary to close out the Project. Assist the County with preparation and submittal of FOOT LAP close-out package ('Blue Folder').

Final Payment

Collect all payment documents required and forward to the Construction Project Manager for processing along with the Contractors Final Application and Certificate for Payment; finalize all project costs and determine the final adjusted amounts for construction; obtain Contractor's signature on any required Contractor's Certification or Affidavits; process and sign Final Application for Payment; prepare transmittal letter.

Construction Disputes and Claims

Review and provide initial recommendations on disputes or claims in response to written notification of claims made by the Contractor, in accordance with the provisions of the Contract Documents, asserting the right to an adjustment in either Contract Price or Contract Time.

Project Schedule

MEHTA understands the benefit of a well-developed, comprehensive schedule, for use in monitoring and tracking progress towards a timely completion. MEHTA Team's will make sure that the CPM Schedule for construction accurately depicts the project's activities and includes all the information required by the project's specifications. Once we receive the construction contract schedule, we will mobilize our staff to ensure all construction activities are inspected and conform to plans and specifications. The project schedule will parallel the construction contract schedule.

CEI Staff Tasks

CEI Senior Project Engineer: Coordinate with PBC project manager any contract related concerns throughout the duration of the TWO. Review the contractor schedule to ensure conformance with contract documents, provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations and errors in logic. Coordinate the staffing need to ensure construction activities are covered. Assist the project administrator with any technical issues that may arise during the construction duration.

CEI Project Administrator: Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues and process the necessary paperwork. Verify that the Contractor is conducting inspections, preparing reports, and monitoring all storm water pollution prevention measures associated with the project. Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor. Conduct weekly/bi-weekly progress meeting and distribute minutes to all parties involved.

CEI Contract Support Specialist: Maintain and track information covering all payments issued by supplemental agreements, pay item quantities, work orders, change orders, negotiate additional work, monitor, and track all materials, progressive as-built, tracking time and preparing correspondence, prepare and process monthly estimates and the final estimate. Assists with reviews of materials testing documentation. Assist with interpretation of contract plans, specifications, procedures, and other documents for construction contract administration.

CEI Resident Compliance Specialist: Conduct and submit labor interviews for conformance with wage rates and DBE monitoring reports. Prepare and submit monthly LAP progress report(s), upload contract documents, payment applications, change orders, and related documents. Coordinate and assist the County with reimbursement package submittal. Assist the County with preparation and submittal of FDOT LAP close-out package ('Blue Folder'). Coordinate with FDOT to ensure LAP requirement compliance.

CEI Senior Inspector (MEHTA, 6 months): Monitor Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate field records of all activities and events relating to the project and properly document all project changes. Prepare daily work report (DWR) that include all activities and crews working on the project. Take

photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer using a digital photo management system. Photographs will be taken the day prior to the start of construction and continue as needed throughout the project. Coordinate along with the Project Administrator and the contractor any work affecting adjacent property owners in advance of work starting.

CEI Senior Inspector (HBC Engineering Company (HBC), 10 months): Monitor Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate field records of all activities and events relating to the project and properly document all project changes. Prepare daily work report (DWR) that include all activities and crews working on the project. Take photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer using a digital photo management system. Photographs will be taken the day prior to the start of construction and continue as needed throughout the project. Coordinate along with the Project Administrator and the contractor any work affecting adjacent property owners in advance of work starting.

CEI Senior Inspector Material Testing (RADISE): Perform Construction materials testing (CEI VT services) as needed for the project.

CEI Inspector (MEHTA): Monitor Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate field records of all activities and events relating to the project and properly document all project changes. Prepare daily work report (DWR) that include all activities and crews working on the project. Take photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer using a digital photo management system. Photographs will be taken the day prior to the start of construction and continue as needed throughout the project. Coordinate along with the Senior Inspector and the contractor any work affecting adjacent property owners in advance of work starting.

We propose to provide the above indicated services for a Not to Exceed Amount of **\$676,033.50** ✓

We appreciate the opportunity of submitting this proposal. We look forward to working with Palm Beach County on this project.

Sincerely,

Mehta & Associates, Inc.

Asem A
 Al-Turk

Digitally signed by
 Asem A Al-Turk
 Date: 2022.03.09
 17:10:25 -05'00'

Asem A-Turk, P.E.

Vice President/Senior Project Engineer

Estimate of Work Effort and Cost

Name of Project: Westgate Avenue From Wabasso Drive to Congress Avenue		Consultant Name: Mehta and Associates, Inc.						
PBC Project Number: 2019601		Consultant Number:						
Date: 03/09/2022								
Task Description	Total Staff Hours	Staff Categories				Staff Hours By Activity	Salary Cost By Activity	Average Rate Per Task
		CEI Senior Project Engineer \$73.00	CEI Project Administrator \$50.00	CEI Contract Support Specialist \$36.00	CEI Resident Compliance Specialist \$25.00			
BASIC SERVICES								
1 1st Month of Construction	211.5	16.5	82.5	35.0	35.0	42.5	\$8,909.50	\$42.13
2 2nd Month of Construction	251.5	16.5	82.5	35.0	35.0	82.5	\$10,269.50	\$40.83
3 3rd Month of Construction	251.5	16.5	82.5	35.0	35.0	82.5	\$10,269.50	\$40.83
4 4th Month of Construction	353.0	16.5	82.5	49.0	49.0	82.5	\$12,862.00	\$36.44
5 5th Month of Construction	353.0	16.5	82.5	49.0	49.0	82.5	\$12,862.00	\$36.44
6 6th Month of Construction	353.0	16.5	82.5	49.0	49.0	82.5	\$12,862.00	\$36.44
7 7th Month of Construction	270.5	16.5	82.5	49.0	49.0	82.5	\$10,057.00	\$37.18
8 8th Month of Construction	270.5	16.5	82.5	49.0	49.0	82.5	\$10,057.00	\$37.18
9 9th Month of Construction	270.5	16.5	82.5	49.0	49.0	82.5	\$10,057.00	\$37.18
10 10th Month of Construction	270.5	16.5	82.5	49.0	49.0	82.5	\$10,057.00	\$37.18
11 11th Month of Construction	270.5	16.5	82.5	49.0	49.0	82.5	\$10,057.00	\$37.18
12 12th Month of Construction	270.5	16.5	82.5	49.0	49.0	82.5	\$10,057.00	\$37.18
13 13th Month of Construction	270.5	16.5	82.5	49.0	49.0	82.5	\$10,057.00	\$37.18
14 14th Month of Construction	256.5	16.5	82.5	35.0	35.0	82.5	\$9,707.00	\$37.84
15 15th Month of Construction	256.5	16.5	82.5	35.0	35.0	82.5	\$9,707.00	\$37.84
16 16th Month of Construction	256.5	16.5	82.5	35.0	35.0	82.5	\$9,707.00	\$37.84
Total Staff Hours (Basic Services)	4436.5	264.0	1320.0	700.0	455.0	1072.5	\$167,554.50	\$37.77
Total Staff Cost (Basic Services)		\$19,272.00	\$66,000.00	\$17,500.00	\$15,470.00	\$26,812.50		
Basic Services:								
Salary Related Costs:							\$167,554.50	
Contract Multiplier							3.00	
Subtotal CEI Services (Prime Firm):							\$502,663.50	
CEI Services (HBC Engineering Company)							\$138,720.00	
CEI Services (RADISE International, L.C.)							\$34,650.00	
Subtotal CEI Services (Subconsultants):							\$173,370.00	
Basic Services Total:							\$676,033.50	
Grand Total Estimated Fees:							\$676,033.50	



Revised: March 9, 2022

Sam Al-Turk, P.E. – Vice President/Senior Project Engineer
Mehta and Associates, Inc.
One Purlieu Place, Suite 100
Winter Park, FL 32792
(407) 657-6662 / aalturk@mehtaeng.com

**SUBJECT: Proposal for Construction Engineering and Inspection (CEI) Services
PBC CEI Annual Services TWO 4 - Westgate Avenue from Wabasso Drive to Congress Avenue
Project ID No. 2019601**

Dear Mr. Al-Turk,

HBC Engineering Company (HBC) is pleased to submit this proposal to provide Construction Engineering and Inspection (CEI) Services for the PBC CEI Annual Services - TWO 4: Westgate Avenue from Wabasso Drive to Congress Avenue

We understand services will be performed for:

**CEI Contract No.: 2021052 PBC CEI Annual Services
Project: Westgate Avenue from Wabasso Drive to Congress Avenue
Project ID No: 2019601
NTP for Services: Spring 2022**

We will perform the CEI Services as requested by providing a CEI Senior Inspector with an estimate of 1360.00 man-hours at $\$34.00 \times 3 = \$102.00/\text{hr}$ for a total of \$138,720.00. ✓

We appreciate the opportunity to submit this unit price proposal and look forward to working with you on this project. If you have any questions regarding this cost estimate, please contact us at (305) 232-7932.

Sincerely,

HBC Engineering Company

A handwritten signature in blue ink, appearing to read "Adebayo Coker", is written over a light blue horizontal line.

Adebayo Coker, P.E.

President

Estimate of Work Effort and Cost

Name of Project: Westgate Avenue From Wabasso Drive to Congress Avenue		Consultant Name: HBC Engineering Company (HBC)				
PBC Project Number: 2019601		Consultant Number:				
Date: 03/09/2022						
Task Description	Total Staff Hours	Staff Categories		Staff Hours By Activity	Salary Cost By Activity	Average Rate Per Task
		CEI Senior Inspector	\$34.00 ✓			
BASIC SERVICES						
1 1st Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
2 2nd Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
3 3rd Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
4 4th Month of Construction	92.5	92.5		92.5	\$3,145.00 ✓	\$34.00 ✓
5 5th Month of Construction	92.5	92.5		92.5	\$3,145.00 ✓	\$34.00 ✓
6 6th Month of Construction	92.5	92.5		92.5	\$3,145.00 ✓	\$34.00 ✓
7 7th Month of Construction	92.5	92.5		92.5	\$3,145.00 ✓	\$34.00 ✓
8 8th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
9 9th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
10 10th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
11 11th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
12 12th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
13 13th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
14 14th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
15 15th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
16 16th Month of Construction	82.5	82.5		82.5	\$2,805.00 ✓	\$34.00 ✓
Total Staff Hours (Basic Services)	1360.0 ✓	1360.0 ✓		1360.0 ✓	\$46,240.00 ✓	\$34.00 ✓
Total Staff Cost (Basic Services)		\$46,240.00 ✓				
Basic Services:						
Salary Related Costs:				Contract Multiplier		
				\$46,240.00 ✓		
				3.00 ✓		
				\$138,720.00 ✓		



Revised: March 7, 2022
Revised: March 9, 2022

Sam Al-Turk, P.E. - Vice President
Mehta and Associates, Inc.
One Purlieu Place, Suite 100,
Winter Park, FL 32792
(407) 657-6662 / ahartliel@mehtaeng.com

LAB CERTIFICATIONS



Certified



Approved



Validated

CTQP CERTIFIED TEAM

USACE Certified QA Managers

Subject: **Proposal for Construction Materials**
Testing and Inspection Services – CEI Contract No.: 2021052 PBC Annual Services
Project: Westgate Avenue from Wabasso Drive to Congress Avenue
Project ID No: 2019601
Palm Beach County, Florida

Dear Mr. Al-Turk,

RADISE International L.C (RADISE) is pleased to submit this proposal to provide Construction Materials Testing and Inspection Services in connection with the PBC Annual CEI Services - TWO 4: Westgate Avenue from Wabasso Drive to Congress Avenue located in Palm Beach County, Florida.

We understand that the LAP project will include:

CEI Contract No.: 2021052 PBC Annual Services
Project: Westgate Avenue from Wabasso Drive to Congress Avenue
Project ID No: 2019602
RADISE Position: CEI Senior Inspector
Hours & Total: 330 / \$34,650.00
RADISE Scope Estimate: \$35.00/hr.*3 = \$105.00/hr. *330 CEI hours for a total Scope Estimate of \$34,650.00 ✓

We will perform the CEI VT Services as requested on a unit price basis. Please see the attached cost estimate, based on our approved Palm Beach County Contract Rates.

We appreciate the opportunity to submit this unit price proposal and look forward to working with you on this project. If you have any questions regarding the unit prices or would like us to quote the project based on known quantities, please contact us at 561-841-0103.

Sincerely,
RADISE International
Infrastructure Engineers • Software Developers

Newton M. Brooks
Construction Services Manager

Gregory J. Stelmack, P.E.
Vice President

Estimate of Work Effort and Cost

Name of Project: Westgate Avenue From Wabasso Drive to Congress Avenue		Consultant Name: RADISE International, L.C (RADISE)				
PBC Project Number: 2019601		Consultant Number:				
Date: 03/09/2022						
Task Description	Total Staff Hours	Staff Categories		Staff Hours By Activity	Salary Cost By Activity	Average Rate Per Task
		CEI Senior Inspector	\$35.00 ✓			
BASIC SERVICES						
1 1st Month of Construction	0.0 ✓			0.0	\$0.00 ✓	\$0.00 ✓
2 2nd Month of Construction	0.0 ✓			0.0	\$0.00 ✓	\$0.00 ✓
3 3rd Month of Construction	33.0 ✓		33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
4 4th Month of Construction	33.0 ✓		33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
5 5th Month of Construction	33.0 ✓		33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
6 6th Month of Construction	33.0 ✓		33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
7 7th Month of Construction	33.0 ✓		33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
8 8th Month of Construction	33.0 ✓		33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
9 9th Month of Construction	33.0 ✓		33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
10 10th Month of Construction	33.0 ✓		33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
11 11th Month of Construction	33.0 ✓		33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
12 12th Month of Construction	33.0 ✓		33.00	33.00	\$1,155.00 ✓	\$35.00 ✓
13 13th Month of Construction	0.0 ✓			0.0	\$0.00 ✓	\$0.00 ✓
14 14th Month of Construction	0.0 ✓			0.0	\$0.00 ✓	\$0.00 ✓
15 15th Month of Construction	0.0 ✓			0.0	\$0.00 ✓	\$0.00 ✓
16 16th Month of Construction	0.0 ✓			0.0	\$0.00 ✓	\$0.00 ✓
Total Staff Hours (Basic Services)	330.0 ✓		330.0 ✓	330.0 ✓	\$11,550.00 ✓	\$35.00 ✓
Total Staff Cost (Basic Services)			\$11,550.00 ✓			
Basic Services:						
Salary Related Costs:						\$11,550.00 ✓
			Contract Multiplier			3.00 ✓
			Total CEI Services (RADISE):			\$34,650.00 ✓

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Westgate Avenue from Wabasso Drive to Congress SOLICITATION/PROJECT/BID No.: 2019601
 NAME OF PRIME RESPONDENT/BIDDER: Mehta and Associates, Inc. ADDRESS: One Purlieu Place, Suite 100, Winter Park, FL 32792
 CONTACT PERSON: Vipin C. Mehta, P.E. PHONE NO.: 407-657-6662 E-MAIL: vmehta@mehtaeng.com
 SOLICITATION OPENING/SUBMITTAL DATE: September 1, 2020 DEPARTMENT: Engineering and Public Works Department

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)					DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Mehta and Associates, Inc. One Purlieu Place, Suite 100 Winter Park, FL 32792 407-657-6662	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					Asian \$502,663.50
2. HBC Engineering Company 8935 NW 35th Lane, Suite 201 Doral, FL 33172 305-232-7932	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$138,720.00				
3. Radise International, L.C. 4152 West Blue Heron Blvd, Suite 1114 Riviera Beach, FL 33404 561-841-0103	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					Asian \$34,650.00
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Total						\$138,720.00				\$537,313.50
Total SBE - M/WBE Participation						\$138,720.00 / 20.51%				

(Please use additional sheets if necessary)

Total Bid Price \$ 676,033.50

Signature: Jane Mehta
 Title: President

I hereby certify that the above information is accurate to the best of my knowledge:

- Note:**
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2019601

SOLICITATION/PROJECT NAME: Westgate Avenue from Wabasso Drive to Congress Avenue

Prime Contractor: Mehta and Associates, Inc. Subcontractor: HBC Engineering Company

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): May 15, 2019 - May 14, 2022 _____

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Construction Engineering Inspection Services				\$138,720.00 ✓

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$138,720.00 ✓

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____
 Name of 2nd/3rd tier Subcontractor/subconsultant

Mehta and Associates, Inc.

Print Name of Prime

By: 
 Authorized Signature

Vipin C. Mehta, P.E.

Print Name

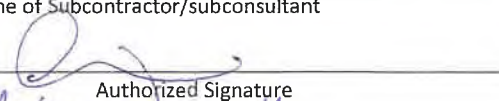
President

Title

Date: 3/23/2022

HBC Engineering Company

Print Name of Subcontractor/subconsultant

By: 
 Authorized Signature

Adebayo Coker

Print Name

President

Title

Date: 3/22/2022

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2019601

SOLICITATION/PROJECT NAME: Westgate Avenue from Wabasso Drive to Congress Avenue

Prime Contractor: Mehta and Associates, Inc. Subcontractor: Radise International, L.C.

(Check box(s) that apply)
 SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): N/A

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input checked="" type="checkbox"/> Asian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Construction Engineering Inspection Services				\$34,650.00 ✓

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$34,650.00 ✓

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____
 Name of 2nd/3rd tier Subcontractor/subconsultant

Mehta and Associates, Inc.

Print Name of Prime

By: *Vipin C. Mehta*
 Authorized Signature

Vipin C. Mehta, P.E.

Print Name

President

Title

Date: 3/23/2022

Radise Int'l

Print Name of Subcontractor/subconsultant

By: *Kumar Attala*
 Authorized Signature

Kumar Attala

Print Name

CEO

Title

Date: 03/26/22



**Department of Engineering
and Public Works**
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

- Gregg K. Weiss, Mayor
- Maria Sachs, Vice Mayor
- Maria G. Marino
- Dave Kerner
- Marci Woodward
- Sara Baxter
- Mack Bernard

County Administrator
Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

January 25, 2023

Elizee Michel
Executive Director
Westgate Belvedere Homes CRA
1280 N. Congress Avenue, Suite 215
West Palm Beach, FL 33409

**RE: WESTGATE AVENUE FROM WABASSO DRIVE TO
CONGRESS AVENUE – FEDERALIZED
LAP GRANT ISSUES RESULTING FROM CRA
FUNDING DELAY
PROJECT NO. 2019601 - FDOT FM #444371-1-58-01**

Dear Mr. Michel:

Pam Beach County’s Roadway Production Division has met and coordinated with the Florida Department of Transportation (FDOT) for the readvertisement, bidding and construction of the referenced project. Initially the County advertised the project for bid on 2/20/22. We anticipated receiving bids in late March 2022 and awarding the construction contract prior to the 6/27/22 deadline. This bid was cancelled because the CRA informed the County that they were not able to provide the project funding needed to execute the construction contract.

This letter serves to advise you that the FDOT has notified us that they will not delay the grant schedule to incorporate the time that the CRA took to acquire all of the necessary project funding. This means the project will show as late per the established grant schedule below.

- 1/25/22 Notice to Proceed Letter from FDOT
- 2/24/22 Deadline to Advertise
- 6/27/22 Deadline to Award
- 10/31/22 1st Invoice Deadline
- 12/31/23 LAP Grant Expiration Date

The CRA notified the County that funding had been acquired in November 2022 and the County began the necessary coordination with FDOT and the TPA. As a result, the following is now the projected schedule to advertise,

January 25, 2023



**Re: WESTGATE AVENUE FROM WABASSO DRIVE TO
CONGRESS AVENUE – FEDERALIZED
LAP GRANT ISSUES RESULTING FROM CRA FUNDING DELAY**

bid, award and complete construction of the project:


4/23/23 Advertise
4/30/23 Advertise
5/7/23 Advertise
5/11/23 Pre-Bid
5/30/23 Bid Opening
7/1/23 Submit 1st Invoice
8/22/23 BCC Award
10/20/23 NTP
12/31/23 Current LAP Grant Expiration Date
2/28/25 Construction Completion

As a result of the projected schedule for bids and construction, the Federal Highway Administration (FHWA) could deem the project inactive and move to de-obligate the funding. If the project is audited by FHWA at any time, and found to be non-compliant, they have the ability to require that the County return grant funds to them. If this occurs, it will be the Westgate Belvedere Homes CRA's responsibility to refund the County for this.

The County will request a time extension to the grant, but it is not guaranteed. Please note that only the work performed prior to the grant expiration date is eligible for reimbursement under the grant and the CRA will be responsible to fund the remainder of the project.

We will continue to coordinate closely with the CRA to keep all informed of the schedule and project as it progresses.

Sincerely,

for 
Morton L. Rose, P.E., Director
Roadway Production, Engineering & Public Works

enc: FDOT Notice to Proceed Letter dated 1/25/22
ILA between County and CRA

ec: with attachments
Patrick Rutter, Assistant County Administrator
Dorritt Miller, Assistant County Administrator
David L. Ricks, P.E., County Engineer, Engineering & Public Works
Joanne M. Keller, P.E., Deputy County Engineer, Engineering & Public Works
Steven B. Carrier, P.E. Assistant County Engineer, Engineering & Public Works
Kathleen O. Farrell, P.E., Asst. Director, Roadway Prod. Div, Eng. & Public Works

N:\ROADWAY\PRO\2019\2019601 Westgate Ave from Wabasso Dr to Congress Ave\0 - Grant Agreement and ILA\2019601 Funding Status Update.docx

January 25, 2023



**Re: WESTGATE AVENUE FROM WABASSO DRIVE TO
CONGRESS AVENUE – FEDERALIZED
LAP GRANT ISSUES RESULTING FROM CRA FUNDING DELAY**

Holly B. Knight, P.E., Contracts Mgr, Roadway Prod. Div., Eng. & Public Works
Maroun Azzi, P.E., Thoroughfare Rd Mgr, Rdwy Prod. Div., Eng. & Public Works
Melissa Hagen, Technical Assistant II, Roadway Prod. Div., Eng. & Public Works
Tiffany Thomas, Office of the Inspector General
Yelizaveta B. Herman, Assistant County Attorney
Fay Reynolds, Legal Secretary, County Attorney



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT, P.E.
SECRETARY

1/25/2022 | 1:34 PM EST

Holly Knight, P.E.
Palm Beach County
2300 North Jog Road
West Palm Beach, FL 33411

SUBJECT: NOTICE TO PROCEED FOR CONSTRUCTION

FM No.: 444371-1-58-01
County: Palm Beach
Contract No.: G2543
Description: Westgate Avenue from Wabasso Drive to Congress Avenue
Agency: Palm Beach County
Project Class: D

CFDA #20.205

Dear Ms. Knight:

The Local Agency (Palm Beach County) is hereby given Notice to Proceed (NTP) for Construction activities for the subject project. Please move forward with procuring a contractor for construction. The total amount of federal funds authorized for construction is **\$2,324,351.00**.

Please note that this NTP is valid for thirty (30) days from date of issuance. Local Agencies are required to advertise a project within 30 days of the NTP date per the terms of the **LAP Agreement (7B)**. This project must be advertised within thirty (30) days of this NTP. If not advertised within thirty (30) days, this NTP will be voided and reissued upon approval of Local Agency justification.

Once advertised, the Local Agency must award to a contractor within Ninety (90) days of the bid opening date. If an addendum is necessary during the advertisement period, the Local Agency must submit the addendum for review and concurrence prior to publication.

As a reminder, prior to awarding to the lowest responsive and responsible bidder/contractor, the Local Agency must receive bid concurrence from the Department. Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process. Once the contract between the bidder/contractor and the Local Agency has been executed, the Local Agency is to create the contract screen in Grant Management System (GAP) and upload the executed contract. This is to be done prior to scheduling the pre-construction meeting.

Please provide a notice of the preconstruction meeting to: Ms. Deborah Ihsan, FDOT District Four Construction Office, 3400 West Commercial Boulevard, Ft. Lauderdale, FL 33309-3421, and Mr. Ramon E. Alvarez.

In order to be eligible for federal reimbursement by the Department, the Local Agency must comply with all applicable procedures, standards, and directives as described in the Department’s Local Agency Program Manual. **All changes must be submitted to the District in writing for approval prior to implementation.**

For reimbursement from the Department, all Local Agency invoice/reimbursement request package with supporting documentation are to be uploaded into our GAP System and an email stating that the invoice has

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www.fdot.gov

Page 2 of 2
FM# 444371-1-58-01

been submitted to D4-localprograminvoices@dot.state.fl.us for Local Program review and processing. Progressive invoicing is REQUIRED; it is the Local Agency's responsibility to ensure the contractor/consultant is invoicing, and the Local Agency, in turn, is invoicing the Department, preferably monthly but at least on a quarterly basis.

This project was authorized by the Federal Highway Administration in January 2022. The Department expects to receive invoicing materials by October 2022. Should billing not occur, FHWA may consider the project inactive and could move toward de-obligating the funding.

Please be advised that this contract will expire on **December 31, 2023** and any costs incurred after the contract expiration date are not eligible for reimbursement. If you anticipate the project will not be completed prior to the expiration date, a request for a time extension will need to be submitted to the Department for consideration. This request needs to be submitted a minimum of ninety (90) days prior to the expiration date.

Each year during the life of the project, please provide the Department a copy of the Agency Audit Report. Send this report directly to the following address as referenced in page 6 of the LAP agreement.

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

After the project is completed, please provide a signed original copy of the Final Inspection and Acceptance of Federal-Aid Project, Form 700-010-32 and Material Certification Letter as shown in the LAP Manual Chapter 23. Send this information to Mr. James Lewis, FDOT District 4 Palm Beach Operations Office, 7900 Forest Hill Blvd., West Palm Beach, FL 33413.

In compliance with Chapter 2 of the LAP Manual, Section 2.6 Performance Management, your Agency's performance on this project will be rated on several aspects, as shown on form No. 525-010-50 Local Agency Program Performance Evaluation.

Should you have any questions, please call Ramon E. Alvarez, LAP Program Coordinator, at (954) 777-4403 or email at Ramon.Alvarez@dot.state.fl.us.

Sincerely,

DocuSigned by:

Mya Gray
3FA3F38F9268404...
Local Program Administrator
Florida Department of Transportation
District Four

CC: David Young – Palm Beach County
Deborah Ihsan / Stacy Sasala – FDOT Construction
Michael Miller – FDOT Construction
Ronald Arcalas – FDOT Materials Lab
Rob Cables / James Lewis – FDOT Operations
Alexis Burrie – FDOT Operations
D4 Work Program - FDOT
Financial Services - FDOT
File

R2021 1897 DEC 21 2021

**INTERLOCAL AGREEMENT
BY AND BETWEEN PALM BEACH COUNTY
AND WESTGATE BELVEDERE HOMES COMMUNITY REDEVELOPMENT
AGENCY (CRA) FOR
WESTGATE AVENUE FROM WABASSO DRIVE TO CONGRESS AVENUE
PROJECT #2019601**

This INTERLOCAL AGREEMENT for Westgate Avenue from Wabasso Drive to Congress Avenue is made as of the _____ day of DEC 21 2021, 20____ (AGREEMENT), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and Westgate Belvedere Homes CRA, a Community Redevelopment Agency (AGENCY) (individually Party and collectively Parties).

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the AGENCY has identified a need to provide certain improvements, as described herein, to Westgate Avenue from Wabasso Drive to Congress Avenue (PROJECT); and

WHEREAS, the PROJECT is located on Westgate Avenue, which is a COUNTY right of way within the geographic limits of the AGENCY; and

WHEREAS, the PROJECT qualifies for a Florida Department of Transportation (FDOT) administered Local Agency Program (LAP) grant, a cost-reimbursement program where projects are submitted to the Palm Beach County Transportation Planning Agency (TPA) for ranking and prioritization for funding; and

WHEREAS, for the AGENCY to receive the benefits of the LAP grant, the COUNTY and FDOT have to enter into an agreement, outlining the terms and conditions upon which the LAP grant will be provided to the COUNTY (LAP AGREEMENT); and

WHEREAS, pursuant to FDOT District IV LAP policies, the COUNTY is required to design and construct the PROJECT; and

Page 2 of 2
FM# 444371-1-58-01

been submitted to D4-localprograminvoices@dot.state.fl.us for Local Program review and processing. Progressive invoicing is REQUIRED; it is the Local Agency's responsibility to ensure the contractor/consultant is invoicing, and the Local Agency, in turn, is invoicing the Department, preferably monthly but at least on a quarterly basis.

This project was authorized by the Federal Highway Administration in January 2022. The Department expects to receive invoicing materials by October 2022. Should billing not occur, FHWA may consider the project inactive and could move toward de-obligating the funding.

Please be advised that this contract will expire on **December 31, 2023** and any costs incurred after the contract expiration date are not eligible for reimbursement. If you anticipate the project will not be completed prior to the expiration date, a request for a time extension will need to be submitted to the Department for consideration. This request needs to be submitted a minimum of ninety (90) days prior to the expiration date.

Each year during the life of the project, please provide the Department a copy of the Agency Audit Report. Send this report directly to the following address as referenced in page 6 of the LAP agreement.

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

After the project is completed, please provide a signed original copy of the Final Inspection and Acceptance of Federal-Aid Project, Form 700-010-32 and Material Certification Letter as shown in the LAP Manual Chapter 23. Send this information to Mr. James Lewis, FDOT District 4 Palm Beach Operations Office, 7900 Forest Hill Blvd., West Palm Beach, FL 33413.

In compliance with Chapter 2 of the LAP Manual, Section 2.6 Performance Management, your Agency's performance on this project will be rated on several aspects, as shown on form No. 525-010-50 Local Agency Program Performance Evaluation.

Should you have any questions, please call Ramon E. Alvarez, LAP Program Coordinator, at (954) 777-4403 or email at Ramon.Alvarez@dot.state.fl.us.

Sincerely,

DocuSigned by:

Mya Gray
3FA3F38F9268404...
Local Program Administrator
Florida Department of Transportation
District Four

CC: David Young – Palm Beach County
Deborah Ihsan / Stacy Sasala – FDOT Construction
Michael Miller – FDOT Construction
Ronald Arcalas – FDOT Materials Lab
Rob Cables / James Lewis – FDOT Operations
Alexis Burrie – FDOT Operations
D4 Work Program - FDOT
Financial Services - FDOT
File

WHEREAS, the COUNTY may in the future modify the PROJECT within the limits of the PROJECT and the COUNTY right of way (FUTURE IMPROVEMENTS); and

WHEREAS, the COUNTY may desire to undertake the FUTURE IMPROVEMENTS before the expiration of the useful life of the PROJECT; and

WHEREAS, the FUTURE IMPROVEMENTS will require complete or partial removal and/or reconfiguration or relocation of the PROJECT from the COUNTY's right-of-way; and

WHEREAS, at the COUNTY's request, the AGENCY agrees to reconfigure and relocate or remove the PROJECT's improvements from the COUNTY's right-of-way to the COUNTY's satisfaction within 180 days of the COUNTY's request; and

WHEREAS, if the LAP AGREEMENT or any other applicable Grant Applications condition requires the COUNTY to repay or return any funds that the COUNTY expended for the PROJECT, the AGENCY agrees to fully reimburse the COUNTY; and

WHEREAS, the Parties declare it to be in the public interest for the PROJECT to be constructed; and

WHEREAS, the AGENCY is desirous of taking over maintenance responsibilities and liabilities for the PROJECT; and

WHEREAS, the COUNTY shall have the right but not the obligation to maintain the PROJECT; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

Section 1 - Recitals - The above recitals are true and correct and are incorporated herein.

Section 2 - Scope of PROJECT

2.1 Roadway Improvements - Design, bidding and construction of the reconstruction of Westgate Avenue between Wabasso Drive and Suwanee Drive within the PROJECT from a five-lane urban section to a three-lane urban section, including the addition of bike lanes and wider sidewalks. The improvements shall be per the approved design section in the grant application.

2.2 Exemptions from Scope

- No right-of-way acquisition is anticipated as part of this PROJECT.

- No mitigation requirements are anticipated as part of this PROJECT.

Section 3 – Parties Commitments and Duties

3.1 AGENCY Commitments and Duties. Upon the effective date of the AGREEMENT, AGENCY shall perform the following duties:

- 3.1.1 Forward all grant requirements and conditions received from FDOT, to the COUNTY.
- 3.1.2 Forward all background information received for the PROJECT to the COUNTY.
- 3.1.3 Provide to the COUNTY specific guidance and information regarding the PROJECT scope (including aesthetic requirements).
- 3.1.4 Perform all public coordination and address all public information requests regarding the PROJECT.
- 3.1.5 Reconfigure and relocate or remove the PROJECT from the Westgate Avenue right-of-way, whenever COUNTY desires to proceed with the FUTURE IMPROVEMENTS. The COUNTY has the right to reconfigure and relocate or remove, or require that the AGENCY reconfigure and relocate or remove the PROJECT to the COUNTY's satisfaction within one hundred and eighty (180) days of the COUNTY's request, or be responsible for all costs and fees related to the COUNTY's reconfiguration and relocation or removal of the PROJECT from the Wellington Road, Longwood Road and Bridgeman Road right-of-way (REMOVAL COSTS). The AGENCY shall submit full payment to the COUNTY within 30 days of the date of the COUNTY's invoice of the REMOVAL COSTS.
- 3.1.6 Pay to the COUNTY all funds necessary for the design of the PROJECT by check. The AGENCY's payment amount shall cover all costs for the design consultant, advertising, COUNTY staff time, permitting, and a 25% contingency. The AGENCY shall provide the check prior to the COUNTY advertising for a design consultant, which check shall be delivered to the COUNTY within 30 days of request. COUNTY will not advertise for design consultant services before receiving payment from the AGENCY. Notwithstanding the above, the COUNTY shall provide a good faith estimate to the AGENCY for this work.
- 3.1.7 Pay to the COUNTY all funds necessary for the construction and construction engineering inspection (CEI) of the PROJECT by check, within 30 days of payment

request by COUNTY. AGENCY's payment amount shall cover all costs for the construction, advertising, COUNTY staff time, inspections, CEI, and a 25% contingency. The AGENCY shall provide the check prior to the COUNTY advertising for a construction contractor, which shall be delivered to the COUNTY within 30 days of payment request. Notwithstanding the above, the COUNTY shall provide a good faith estimate to the AGENCY for this work.

3.1.8 Pay for any supplemental services to the design contract, or change orders to the construction contract within 15 days of being notified of the proposed change order and additional costs, prior to the COUNTY authorizing those services. COUNTY will not authorize the supplemental services or change order without receiving approval for the change order or supplemental services from the AGENCY and payment from the AGENCY.

3.1.9 Any contingency funds remaining at the end of the construction phase shall be returned to the AGENCY.

3.1.10 If FDOT does not reimburse the COUNTY, the AGENCY shall not receive reimbursement funds and shall be responsible for funding the PROJECT to the conclusion of construction if notice to proceed has already been issued to the contractor or if the LAP AGREEMENT commitments require construction completion.

3.2 COUNTY Commitments and Duties. COUNTY agrees to perform the following:

3.2.1 Enter into the LAP AGREEMENT.

3.2.2 The COUNTY shall reimburse the AGENCY as funding reimbursement is received from FDOT. The amount of reimbursement will equal the grant funds received.

3.2.3 Provide a copy of all LAP AGREEMENT communications to the AGENCY.

3.2.4 Hire design consultant to produce plans, acquire necessary permits, and prepare required LAP documentation for FDOT.

3.2.5 COUNTY shall invite AGENCY to participate in the scoping of work for the PROJECT.

3.2.6 Coordinate with FDOT to meet all design phase LAP and federal requirements.

3.2.7 Prepare bid documents and contract for construction of the PROJECT, including overseeing the bidding process, and contract finalization.

3.2.8 Hire CEI or use in-house staff to administer contract for construction of the PROJECT as required by LAP. This includes all necessary coordination.

3.2.9 Return any unused funding received from the AGENCY at the conclusion and final accounting of the construction phase of the PROJECT.

3.3 Maintenance and Operation of PROJECT - Upon the COUNTY's final acceptance of the construction of the PROJECT, the COUNTY shall convey and the AGENCY shall accept full responsibility for operation and maintenance of the PROJECT. Upon the issuance of a Notice to Proceed to begin construction of the PROJECT by the COUNTY, AGENCY shall apply to the COUNTY for a right-of-way permit to allow AGENCY to perform maintenance of the PROJECT, (ROW PERMIT). Upon the COUNTY'S final acceptance of the construction of the PROJECT, the COUNTY shall be relieved of all duties and responsibilities for the PROJECT.

Section 4 - Termination

4.1 The COUNTY may elect to terminate this AGREEMENT, for any reason and at any time, including before the expiration of the useful life of the PROJECT, by providing the AGENCY written notice. Within ninety (90) days of receipt of written termination notice, the AGENCY shall reconfigure and remove all PROJECT improvements, and restore the Right of Way to its original or like condition, or be responsible for all costs and fees related to the COUNTY'S REMOVAL COSTS. The AGENCY shall submit full payment to the COUNTY within 30 days of the date of the COUNTY's invoice of the REMOVAL COSTS.

4.2 Upon termination, if the LAP AGREEMENT or any other applicable LAP program grant condition requires the COUNTY to repay or return any funds that the COUNTY expended for the PROJECT, the AGENCY shall fully reimburse the COUNTY, within sixty (60) days of the COUNTY's request for reimbursement.

Section 5 - Indemnification - The AGENCY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fees, whether at trial or appellate levels or otherwise arising out of or related to the PROJECT, or arising during or as a result of the AGENCY's performance of the terms of this AGREEMENT, or due to the acts or omissions of the AGENCY. The AGENCY's aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall

constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this AGREEMENT.

Section 6 - Enforcement Costs - In any action brought by either Party to enforce this AGREEMENT, each Party shall be responsible for its own attorney's fees and costs.

Section 7 - Independent Contractor - COUNTY and the AGENCY are and shall be, in the performance of all work, services and activities under this AGREEMENT Independent Contractors and not employees, agents or servants of the other Party. All COUNTY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to COUNTY's sole direction, supervision, and control. All AGENCY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to AGENCY's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the parties relationship and the relationship of its employees to the other Party shall be that of an Independent Contractor and not as employees or agents of the other.

COUNTY does not have the power or authority to bind the AGENCY in any promise, agreement or representation.

Section 8 - Personnel - COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the AGENCY.

All of the services required hereinunder shall be performed by COUNTY or its consultant, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Section 9 - Insurance - Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes (STATUTE), the AGENCY represents that it is self-insured with coverage subject to the limitations of the STATUTE, as may be amended. If the AGENCY is not self-insured, the AGENCY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverage at limits not less than those contained in the STATUTE. Should the AGENCY purchase excess liability coverage, the AGENCY agrees to include the COUNTY as an Additional Insured. The AGENCY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should the AGENCY contract with a third-party (CONTRACTOR) to perform any service related to the AGREEMENT, the AGENCY shall require the CONTRACTOR to provide the following minimum insurance:

9.1 **Commercial General Liability** insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include the AGENCY and the COUNTY as Additional Insureds. The AGENCY shall also require that the CONTRACTOR include a Waiver of Subrogation against the COUNTY.

9.2 **Business Automobile Liability** insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.

9.3 **Workers' Compensation** insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the AGENCY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the AGENCY of its liability and obligations under this AGREEMENT.

Right to Review COUNTY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

Section 10 - Breach and Opportunity to Cure - The parties expressly covenant and agree that in the event either Party is in default of its obligations under this AGREEMENT, each Party shall have thirty (30) days written notice before exercising any of its rights.

Section 11 - Notice - All notices required or allowed under this AGREEMENT shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, to the following:

All notices to the AGENCY shall be sent to:
Westgate Belvedere Homes CRA
1280 N. Congress Avenue, Suite 215
West Palm Beach, FL 33409
Attn: Elizee Michel, Executive Director

All notices to the COUNTY shall be sent to:

Morton L. Rose, P.E., Director, Roadway Production
Palm Beach County
Engineering and Public Works Department
P.O. Box 21229
West Palm Beach, FL 33416-1229

Section 12 - Modification and Amendment - Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith. Except that either Party may from time to time change the address to which notice under this AGREEMENT shall be given upon three (3) days prior written notice to the other Party.

Section 13 - Remedies - This AGREEMENT shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this AGREEMENT shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 14 - No Waiver - Any waiver by either Party of its rights with respect to a default under this AGREEMENT, or with respect to any other matters arising in connection with this AGREEMENT, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

Section 15 - Joint Preparation - The preparation of this AGREEMENT has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 16 - Non-Discrimination - The Parties agree to comply with the COUNTY's Nondiscrimination Policy, as described in Resolution 2017-1770, as amended, and that neither Party conducts business with nor appropriates funds to any entity that practices discrimination on the basis or race, color, national origin, disability, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Section 17 - Execution - This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 18 - Compliance with Codes and Laws - COUNTY and AGENCY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. COUNTY and AGENCY further agree to include this provision in all subcontracts issued as a result of this AGREEMENT.

Section 19 - Office of the Inspector General - The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

Section 20 - Public Entity Crime Certification - As provided in Section 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this AGREEMENT or performing any work in furtherance hereof, COUNTY shall have its consultant certify that their affiliates, suppliers and sub consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

Section 21 - Severability - If any section, paragraph, sentence, clause or provision of this AGREEMENT is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this AGREEMENT.

Section 22 - Entirety of AGREEMENT - COUNTY and AGENCY agree that this AGREEMENT and the ROW PERMIT set forth the entire agreement between the Parties and there are no promises or understandings other than those stated herein.

Section 23 - Survival - The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this AGREEMENT or the completion of the PROJECT, shall survive such termination or PROJECT completion and inure to the benefit of the Parties.

Section 24 - Third Party Beneficiary - No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including, but not limited to, any citizen or employees of the COUNTY and/or the AGENCY.


Section 25 - Assignment - Neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this AGREEMENT without the prior written consent of the other.

Section 26 - Effective Date - This AGREEMENT shall become effective immediately upon the execution by both parties and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AGREEMENT for Westgate Avenue from Wabasso Drive to Congress Avenue, Project Number 2019601, on behalf of the COUNTY, and AGENCY has hereunto set its hand the day and year above written.

OWNER:

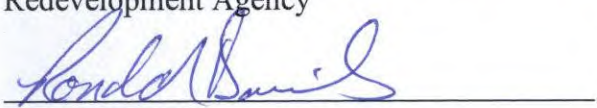
APPROVED AS TO TERMS
AND CONDITIONS

By: 

Morton L. Rose, P.E.
Director of Roadway Production

AGENCY:

Westgate Belvedere Homes Community
Redevelopment Agency



Ronald Daniels, Board Chair

ATTEST WITNESS:



Signature

ELIZEE MICHEL

Name (type or print)



Signature

carmen patricia geraine

Name (type or print)



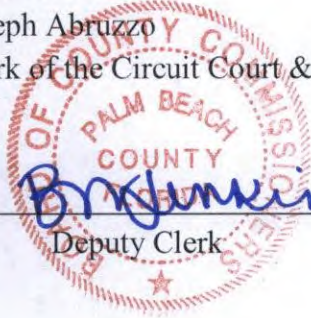
{SIGNATURE PAGES CONTINUED}

R2021 1897 DEC 21 2021

ATTEST:

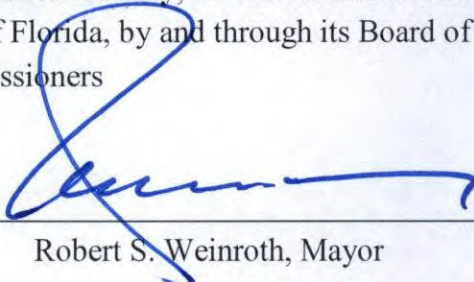
Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

By: 
Deputy Clerk



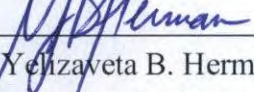
COUNTY:

Palm Beach County, a Political Subdivision of the
State of Florida, by and through its Board of County
Commissioners

By: 
Robert S. Weinroth, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

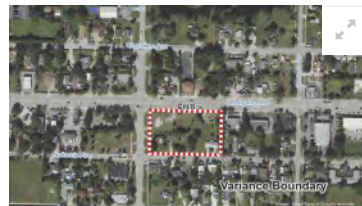
(Seal)

By: 
Yehzaveta B. Herman
Assistant County Attorney

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COMMERCIAL REAL ESTATE

Westgate/Belvedere Homes CRA could partner with developer for mixed-use project



The Westgate/Belvedere CRA would partner with Danza of Westgate LLC to build a mixed-use project in Palm Beach County.

PALM BEACH COUNTY RECORDS

IN THIS ARTICLE

Construction

Topic

Charles Lesnick

Person

Elizee Michel



Person

Aaron M. Taylor

Person



By Brian Bandell
Real Estate Editor, South Florida Business Journal
Jan 31, 2023

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The Westgate/Belvedere Homes Community Redevelopment Agency (CRA) could partner with a developer to build a mixed-use project about 10 blocks north of Palm Beach International Airport.

The Palm Beach County Zoning Commission will consider plans for Westgate Terrace on Feb. 2. It would be located on the vacant site of two acres at the southeast corner of Westgate Avenue and Seminole Boulevard. The CRA owns six of the seven parcels there. The remaining parcel at 2634 Westgate Ave. is owned by Danza of Westgate LLC, managed by Charles Lesnick in Wellington.

“The CRA wants to redevelop the Westgate Avenue corridor by cleaning vacant lots [and] demolishing dilapidated buildings to create a safer and more vibrant area where people can live and work,” said Elizee Michel, executive director of the CRA. “It is a mixed-use mixed-income proposal that provides office space, workforce housing and modern architecture to lift up the area economically and esthetically.”



The Westgate Plaza project in Palm Beach County.
WESTGATE/BELVEDERE CRA

Rising four stories, Westgate Terrace would feature 46 apartments, a 5,600-square-foot office for the CRA and 5,015 square feet of medical offices. Michel said that would include 10 apartments for workforce housing, with two of them set aside for disabled veterans.

“The developers are currently working on financing the construction,” Michel said. “Depending on the amount of government funding they receive, the majority of the units will either be affordable or workforce housing. The units, even if they are not all income restricted, will be made affordable to middle-class earners to help address the shortage of affordable housing in Palm Beach County.”

The developer is seeking a waiver to allow an entrance into the project from Nokomis Avenue with a 40-foot right-of-way, instead of 80 feet as required by county code. Aaron M. Taylor of Belle Glade-based Arc Development Global represents the CRA and the developer in the application.

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T H E L I S T

Engineering Firms in South Florida

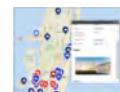
Ranked by S. Fla. engineers, ties broken by S. Fla employees

Rank	Company	S. Fla. Engineers, Ties Broken By S. Fla Employees
1	Kimley-Horn and Associates	117
2	Stantec	100
3	BCC Engineering	72

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Stalled mixed-use development could advance with new builder



OPTION AGREEMENT

THIS OPTION AGREEMENT (the "Agreement"), made this 24th day of February, 2021 (the Effective Date), by and between the Westgate/Belvedere Homes Community Redevelopment Agency, a dependent special district of Palm Beach County, Florida (hereinafter "WCRA"), and Danza of Westgate LLC, a Florida limited liability company (hereinafter "DANZA").

WITNESSETH

WHEREAS the WCRA is the record title owner of that certain real property located in Palm Beach County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS the WCRA agrees to grant DANZA the right and option to purchase the Property from the WCRA, subject to DANZA agreeing to certain terms and conditions as hereinafter set forth herein; and

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WCRA does hereby grant to DANZA the right and option to purchase the Property from the WCRA, subject to DANZA meeting the terms and conditions set forth herein (hereinafter the "Option").

ARTICLE 1

OPTION

1.1 **Term of Option.** DANZA may exercise the Option, if at all during the period commencing on the Effective Date and ending on the 1st anniversary of the Effective Date (the "Option Period"). Upon the written request of DANZA delivered to WCRA at least thirty (30) days prior to the expiration of the Option Period and provided the WCRA reasonably determines that DANZA has demonstrated that it has acted in good faith and has and will continue to act with due diligence toward meeting the conditions to be met in Article 2 hereof, the WCRA will extend the Option Period for one (1) additional twelve (12) month period.

1.2 **Consideration for the Option.**

As consideration for the grant of the Option, DANZA shall pay the WCRA, a non-refundable option fee in the amount of \$1,000.00 (the "Option Fee") upon the execution of this Agreement.

1.3 **Exercise of Option.**

1.1.1 1.3.1 DANZA may exercise the Option only by (i) delivering written notice to the WCRA of DANZA's election to exercise the Option (the "Option

Notice"), and (ii) simultaneously delivering a copy of the Option Notice to Jones Foster P.A. ("**Escrow Agent**"), whose address is 4741 Military Trail, Suite 200, Jupiter, Florida 33458, Attn: Thomas J. Baird, together with an earnest money deposit in the amount of [**Forty Thousand Dollars (\$40,000.00)**] (the "**Deposit**"). The Option Notice shall be delivered to WCRA and Escrow Agent no later than the expiration of the Option Period. In the event of the timely exercise of the Option and the consummation of the purchase and sale of the Property as contemplated in this Agreement, the Deposit Fee shall be paid to WCRA and credited against the Purchase Price on the Closing Date (as such terms are defined below). In the event DANZA timely exercises the Option but the sale of the Property is not consummated as contemplated in this Agreement because of (a) WCRA's default beyond any applicable notice and cure periods set forth herein, or (b) the termination of this Agreement by DANZA in accordance with any right to so terminate provided in this Agreement, then the Deposit Fee shall be returned to DANZA upon written request by DANZA delivered to WCRA and Escrow Agent. In the event the sale of the Property is not consummated as contemplated by this Agreement due to DANZA's default beyond any applicable written notice and cure periods set forth herein, then, upon written request of WCRA delivered to DANZA and Escrow Agent, the Deposit Fee shall be promptly paid to and retained by WCRA as liquidated damages and as WCRA's sole remedy.

1.3.2 The failure of DANZA to timely deliver the Option Notice to the WCRA and/or the Option Notice to Escrow Agent within the Option Period shall be deemed a waiver by DANZA of its right to exercise the Option .

1.3.3 Upon the exercise of this Option, the WCRA agrees to sell and convey to DANZA, and DANZA agrees to purchase, the Property under the general terms of Article 3 herein.

ARTICLE 2

CONDITIONS TO BE MET PRIOR TO EXERCISING OPTION

The conditions to be met by DANZA are:

2.1 Prior to the expiration of the Option Period, DANZA shall demonstrate to the reasonable satisfaction of the WCRA that DANZA has cash on hand sufficient to acquire and redevelop the Property substantially as set forth in Exhibit "B", or DANZA shall provide WCRA with proof of financing, in the form of financing commitments from one or more institutional lenders or other financial sources acceptable to the WCRA.

2.2 DANZA shall obtain all approvals from Palm Beach County, including any amendments to the Property's land use designation pursuant to the County's Comprehensive Plan, its zoning district, any applicable land development regulations, a site plan or any other entitlements which are required to permit DANZA to develop a four (4) story 15,000-60,000 square foot mixed-use building consisting of approximately 5,000 square feet of commercial space on the ground floor and 36 Multi-family residential units. (the "**Project**").

ARTICLE 3

TERMS OF CONVEYANCE

3.1 **Purchase Price.** Upon exercising the Option, the purchase price for the WCRA's conveyance of the Property to DANZA shall be Four Hundred Thousand Dollars (\$400,000.00) ("**Purchase Price**"). The Purchase Price, less the Deposit Fee, shall be delivered by DANZA to Escrow Agent by wire transfer on or before the Closing Date and the Purchase Price shall be paid to WCRA at Closing. The WCRA shall convey the Property to DANZA by Special Warranty Deed.

3.2 **Closing Date.** The closing of the conveyance of the Property to DANZA (the "**Closing**") shall occur on the date (the "**Closing Date**") specified by DANZA in the Option Notice, which shall be no earlier than 45 days after the date of the Option Notice and no later than 180 days after the date of the Option Notice. The closing shall occur on the Closing Date, at the offices of Escrow Agent in Jupiter, Florida.

3.3 **Evidence of Title.** Within 30 days of the Effective Date, WCRA shall obtain and deliver to DANZA, at WCRA's expense, a title insurance commitment (the "**Title Commitment**") to be issued by a title insurer licensed to do business in the State of Florida (the "**Title Company**"), agreeing to issue upon Closing an owner's policy of title insurance in and amount of liability equal to the Purchase Price. The Title Commitment shall be subject only to taxes and assessments for the year of closing if not yet due and payable and those exceptions listed on Schedule B-II of the Title Commitment and any subsequent matters that do not materially affect the value of the Property for the intended Project (the "**Permitted Exceptions**"). WCRA shall cause the Title Company to provide an update to the Title Commitment within thirty (30) days of the Closing Date. If any such update to the Title Commitment contains matters other than the Permitted Exceptions, the same shall be treated as a title defect, and DANZA, shall so notify WCRA within the 15 days of DANZA's receipt of the title update (the "**Title Notice**"). The WCRA shall have a period of 90 days from receipt of the Title Notice within which to cure the title defect(s) set forth therein. The WCRA will use its best efforts to cure such title defect(s) set forth in the Title Notice and will spend such monies and take such actions as are reasonably required in order to cure such title defect(s) within such 90-day period. If the title defect(s) set forth in the Title Notice are not cured within such 90-day period, then DANZA may either (i) accept title to the Property as it then exists without reduction of the Purchase Price, or (ii) withdraw or cancel the Purchase Agreement, whereupon the Deposit shall be returned to DANZA and this Agreement shall thereafter be null and void, and both parties shall be relieved of all obligations.

3.4 **No Adverse Actions.** Neither WCRA nor DANZA shall take any action which would impair or otherwise affect title to the Property, and neither party shall record any documents in the Public Records of Palm Beach County, Florida, which would affect title to any portion of the Property. A Memorandum of this Agreement, in a form mutually agreed to by the parties, may be recorded by WCRA in the Public Records of Palm Beach County, Florida.

3.5 **Cooperation.** WCRA and DANZA agree to reasonably cooperate with one another in order for DANZA to apply for and obtain all land use and zoning approvals, entitlements and building permits as described in paragraph 2.2, and as required for the construction of the Project, as described in Exhibit "B" which is attached hereto and incorporated herein. DANZA shall be responsible for the payment of all application fees and any fees incurred by it for such professionals as it deems necessary to process its application for the construction of the Project.

3.6 **DANZA and WCRA's Representations and Warranties.**

3.6.1 For the purpose of inducing DANZA to enter into this Agreement and to consummate the conveyance of the Property, WCRA represents and warrants that the following, as of the Effective Date and as of the Closing Date, will be true and correct.

3.6.1.1 The WCRA currently leases two residences located on the Property on a month-to-month basis. At or before the Closing, and at DANZA's sole discretion, the CRA shall terminate the leases, or assign them to DANZA. DANZA shall notify WCRA not less than sixty (60) days prior to Closing of its election to have the leases terminated at or before the Closing Date and if the leases are to be terminated, the WCRA shall deliver them vacant, without any personal effects, in swept, broom clean condition.

3.6.1.2. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement shall/will not conflict with, with or without notice or the passage of time, or both, or result in a breach of, any of the terms or provisions of, or constitute a default under, any agreement to which the WCRA is a party, or by which the Property is bound.

3.6.1.3 There are no mortgages or other monetary liens or encumbrances burdening the Property or any portion thereof, which have been caused by or resulting from the acts, omissions or instructions of WCRA that would prohibit the WCRA's conveyance of the Property free and clear of any mortgages, encumbrances or assessments for the year the Property is conveyed. In the event that any such encumbrances exist, the WCRA shall use its best efforts to clear them and shall pay off or apportion any monies due and outstanding to convey the Property.

3.6.1.4 There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against the WCRA or the Property.

3.6.1.5 There is no action, suit, litigation, hearing or administrative proceeding pending or threatened relating to the WCRA that, if adversely determined, would prevent or materially restrict WCRA's ability to convey the Property to DANZA in accordance with this Agreement.

3.6.2 For the purpose of inducing WCRA to enter into this Agreement and to consummate a conveyance of the Property, DANZA represents and warrants that the following as of the Effective Date and as of the Closing Date, will be true and correct.

3.6.2.1 DANZA is a Florida limited liability company duly organized and in good standing in the State of organization.

3.6.2.2 DANZA will be authorized by its operating agreement and other organizational documents to enter into this Agreement and its manager or managing member is authorized to execute, deliver and perform all of the documents contemplated by this Agreement, including the execution of this Agreement.

3.6.2.3 DANZA has met all of the conditions referenced in Article 2, above necessary to consummate the transaction contemplated by this Agreement or exercising this option.

3.6.2.4 DANZA's execution and performance of its obligations under this Agreement do not violate any obligation or agreement to which it is a party.

3.6.2.5 DANZA's financial condition has not materially deteriorated in a way that will affect its ability to perform its obligations under this Agreement.

3.7 **Conveyance of Title.**

3.7.1 WCRA shall convey or cause to be conveyed at Closing fee simple title to the Property to DANZA by Special Warranty Deed (the "**Deed**"), subject only to the Permitted Exceptions or matters of record which are accepted by DANZA. In addition to the Deed, at Closing, the WCRA shall execute and deliver: (i) a standard title affidavit sufficient for the title company to insure the "Gap," and delete the standard exceptions for construction liens, unrecorded easements and parties in possession to the extent arising through WCRA, (ii) an affidavit stating that WCRA is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, and (iii) any and all other documentation reasonably required by DANZA, or the title company in order to close the transaction contemplated hereunder and clear any encumbrances.

3.7.2 Subject to the terms and conditions contained herein, DANZA shall have a period of two (2) years from the Closing Date to substantially complete construction of the Project as described in Exhibit "B." In the event DANZA fails to substantially complete construction of the Project, as evidenced by a Certificate of Occupancy or its equivalent for the Project, WCRA shall deliver to DANZA a "**Notice of Non-compliance**" and shall require that DANZA provide the WCRA with a Letter of Credit (LOC) or Performance Bond (Bond), either of which shall be subject to the WCRA's sole discretion and in a form that is reasonably acceptable to the WCRA to ensure timely completion of the Project.

3.7.3 At least sixty (60) days prior to the expiration of said two (2) year period, DANZA may provide the Executive Director of the WCRA with a notice and a detailed written explanation of the status of the Project and the reasons why it is expected not to

be completed within the two (2) years specified herein. DANZA shall be afforded an opportunity to appear before the WCRA Board of Commissioners to explain the reasons it is not able to substantially complete construction of the Project within said two (2) year. In the event DANZA reasonably demonstrates to the Board that it has exercised its best efforts to substantially complete the construction of the Project but was delayed in completing such construction due to circumstance beyond its reasonable control, WCRA may extend the time for completion for up to twelve (12) months without exercising its right to call the LOC or Bond to ensure the completion of the Project.

3.7 **Expenses of Closing.** DANZA shall pay the documentary stamp tax (and any surtax) required in connection with the Deed, the cost of recording the Deed, the cost of any mortgage financing, including, but not limited to, documentary stamp tax and intangible tax on the note and mortgage, the cost of recording the mortgage and any other security instruments, the cost of any mortgagee title insurance premiums and any endorsements to the mortgagee title insurance policy. The WCRA shall pay the title insurance premium for the owner's policy of title insurance and all title search fees in connection with the Title Commitment on the Property. Each party shall pay its own attorneys' fees incurred in connection with this transaction.

3.8 **APPORTIONMENTS.**

3.8.1 **Property Taxes.** Real estate property taxes and assessments shall be prorated as of the Closing Date.

ARTICLE 4

GENERAL PROVISIONS

4.1 **Notices.** All notices or other required communications shall be in writing and shall be deemed duly given when delivered in person (with receipt therefor), or when sent by Federal Express or another overnight courier or when sent by certified or registered mail, return receipt requested, postage prepaid, or by telephone facsimile or email to the following addresses with a copy sent by overnight courier to:

WCRA: Elizeé Michel, Executive Director
1280 North Congress Avenue, Suite 215
West Palm Beach, FL 33409

With Copy to: Thomas J. Baird, Esquire
Jones Foster P.A.
4741 Military Trail, Suite 200
Jupiter, FL 33458

DANZA: Zalmy Danzinger, Manager
19119 NE 8th Court
Miami, FL 33179

With Copy to: Cabot J. Marks, Esq.
MarksDipalermo PLLC
485 Madison Avenue, Suite 1600
New York, NY 10022
cimarks@marksdipalermo.com

ESCROW AGENT: Thomas J. Baird, Esquire
Jones Foster P.A.
4741 Military Trail, Suite 200
Jupiter, FL 33458

Should either party's address be changed, the party whose address is changing shall provide the other party with the new address. Either party may change its address for the giving of notices by notice given in accordance with this Section. In such event, the Parties agree that no amendment to this Agreement is required.

4.2 **Default.**

4.2.1 In the event that DANZA defaults in the performance of any of its duties or obligations under this Agreement, the WCRA shall, as its sole and exclusive remedy, have the right to terminate this Agreement and to retain the Option Fee, as liquidated damages.

4.2.2 In the event that the WCRA fails to perform any of the covenants or agreements or is in breach of any of the WCRA's warranties contained in this Option Agreement, DANZA shall have as its sole and exclusive remedies, the right to terminate the Agreement, whereupon the Deposit shall be returned to DANZA, or shall have the right to seek specific performance of this Agreement; provided, however, in the event DANZA elects to seek specific performance of this Agreement, DANZA must file an action for specific performance within sixty (60) days of the Closing Date, failing which DANZA shall be deemed to have waived the right to the remedy of specific performance.

4.2.3 In the event either party defaults, the non-defaulting party shall provide the party which has allegedly to have defaulted notice. The party alleged to have defaulted shall have 10 days from the date of the Notice to cure the default.

4.3 **Third Parties.** Nothing contained in this Agreement, whether express or implied, is intended to or shall confer any rights, benefits or remedies upon any persons other than the WCRA and DANZA and their respective successors and assigns.

4.3.1 **Financing Requirements.** The WCRA acknowledges that DANZA is seeking a Section 108 grant and HUD financing to assist it in its financing of the Project. The WCRA agrees to reasonably cooperate with DANZA in its efforts to secure said financing. Provided however, the performance of this Agreement, and the completion of the Project are not contingent on DANZA securing this financing of the Project.

4.4 **Construction.** Wherever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties hereby agree that each have played an equal part in the negotiations and drafting of this Agreement, and in the event any ambiguity shall be realized in the construction or interpretation of this Agreement, the result of those ambiguities shall be equally assumed and realized by each of the parties to this Agreement.

4.5 **Binding Effect; Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. DANZA shall not assign this Agreement without the written approval of the WCRA Board of Commissioners not to be unreasonably withheld.

4.6 **Merger.** This Agreement sets forth the entire understanding among the parties. This Agreement may not be amended, modified or terminated, except by written instrument executed by the parties hereto.

4.7 **Headings.** The captions, article numbers, section numbers and paragraph headings are inserted herein only as a matter of convenience, and in no way are intended to define, limit, construe or describe the scope or intent of such articles, sections or paragraphs of this Agreement, nor in any way affect this Agreement.

4.8 **Governing Law.** This Agreement shall be governed and interpreted under the laws of the State of Florida. The parties agree that venue of any action or proceeding regarding this Agreement shall be in Palm Beach County, Florida.

4.9 **Time is of the Essence.** Time shall be of the essence with respect to each provision of this Agreement that requires action to be taken by either party within a stated period of time, or upon a specified date. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required under this Agreement must be performed, or by which Closing must be held, expires on a Saturday, Sunday or a holiday, then such time period shall be automatically extended to the next business day.

4.10 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same document and PDF or electronic signatures shall be deemed originals.

4.11 **Attorneys' Fees.** Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Agreement, the prevailing party shall be entitled to receive from the other party all reasonable costs, charges, and expenses, including reasonable attorneys' fees, expert witness fees, appeal fees, and the cost of paralegals working under the supervision of an

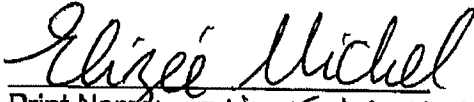
attorney, expended or incurred in connection therewith whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings.


4.12 **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk 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 public health unit. [Note: This Section is provided for informational purposes.]

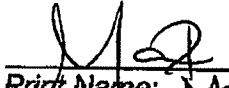
IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in the presence of:


WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT
AGENCY "WCRA":

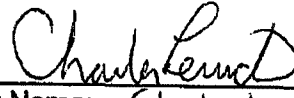

Print Name: ELISEE MICHEL

By: 
Print Name: Ronald Daniels
Title: Board Chairman


Print Name: Mai Bui

DANZA OF WESTGATE LLC, a Florida
limited liability company


Print Name: Beth Schorr-Lesnick

By: 
Print Name: Charles Lesnick
Title: Managing Member

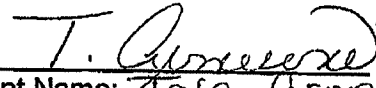

Print Name: Tata Armerino

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1

2636 Westgate Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0010

Lots 1, 2, 3, 4, 5 and 6, Block 34, West Gate Estates, according to the plat thereof in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 2

1420 Seminole Blvd A
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0310

Lots 31 thru 34, inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 3

1420 Seminole Blvd B
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0310

Lots 35 thru 39, inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 4

3485 Nokomis Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0400

Lots 40 and 41, Block 34, West Gate Estates, (Northern Section) according to the plat thereof, as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

PARCEL 5

XXX Westgate Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0110

The East 10 feet of Lot 11 and all of Lots 12 to 15, Inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

And

The West 15 feet of Lot 11, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"
DEVELOPMENT PROJECT PLAN

Marks DiPalermo

ATTORNEYS AT LAW
485 Madison Avenue, Suite 1600
New York, NY 10022
TEL (212) 370-4477
FAX (212) 588-0471

Via Email and Federal Express

January 26, 2022

Mr. Elizee Michel, Executive Director
Westgate Community Redevelopment Agency
1280 North Congress Avenue, Suite 215
West Palm Beach, Florida 33409

Re: Confirmation of Approved Request to Extend the Option Period

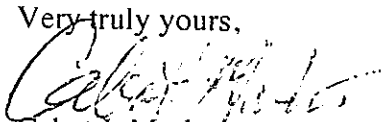
Dear Mr. Michel:

I hope this letter finds you doing well. I am writing to confirm that Danza's request for an extension of the Option Agreement has been agreed to Danza by the Board of Directors of the Westgate Community Redevelopment Agency ("WCRA"). I recently sent correspondence to Mr. Baird requesting confirmation that the WCRA had approved Danza's request. Baird, in response stated that, while he is unable to provide such confirmation, you would be able to do so. Please see the Baird correspondence dated January 24, 2022 attached to this email for reference.

Accordingly, please confirm that at the WCRA Board Meeting held on January 10, 2022, the request of Danza to extend the Option Period pursuant to Section 1.1 of the Option Agreement dated February 24, 2021 for an additional twelve (12) months has been approved by affixing your signature below. As the Option Agreement is set to expire on February 24, 2022. Please consider Danza's request herein to be time being of the essence.

If you have any questions, please advise me immediately so I can obtain answers needed in a timely manner.

Very truly yours,


Cabot J. Marks

Confirmation of WCRA approval to Danza's
request for an extension of the Option Agreement

By: 
Elizee Michel -Executive Director WCRA

From: "Baird, Thomas J." <TBaird@jonesfoster.com>
Date: Monday, January 24, 2022 at 3:56 PM
To: Niamh Kilcoyne <nkilcoyne@marksdipalermo.com>
Cc: Cabot Marks <cjmarks@marksdipalermo.com>, "emichel@pbcgov.org" <emichel@pbcgov.org>, "Skwierc, Cynthia F." <CSkwierc@jonesfoster.com>
Subject: RE: Confirmation of Approval to Extend the Option Period

I received the paper copy of the letter today. As to the confirmation you are requesting of the Board's actions, including the extension of the option period, and the approval of the amendment for the purchase of the 6th parcel, Mr. Michel can confirm what action the Board took. I do not know the status of the execution of this amendment but would expect that Mr. Michel knows the answer to your inquiry. With respect to the title report, I am advised that the hold was released, and we are awaiting its receipt. Cindy will let me know when we have it, and we will then forward it to you.

Thomas J. Baird

Florida Bar Board Certified City, County and Local Government Attorney
Jones Foster P.A.

561 650 8233 – D
561 650 5300 – F
561 659 3000 – O

tbaird@jonesfoster.com

J O N E S F O S T E R

4741 Military Trail, Suite 200
Jupiter, Florida 33458
jonesfoster.com

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AMENDMANT TO THE OPTION AGREEMENT

THIS AMENDMANT (the “Amendment”) to the Option Agreement (the “Agreement”) described below, is made as of September____, 2021 (the “Effective Date”) by and between Westgate/Belvedere Homes Community Redevelopment Agency, a dependent special district of Palm Beach County, Florida (the “WCRA”); and Danza of Westgate LLC, a Florida limited liability company (hereinafter, “Danza”) (collectively the “Parties” and each a “Party”).

WHEREAS, the Parties entered into that certain Agreement dated February 24, 2021, with respect to the WCRA granting Danza the Option to purchase certain real property (“the Property”);

WHEREAS, Danza requires the Additional Properties to complete the Westgate Project;

WHEREAS, the Parties now desire to amend the Agreement in certain respects as more particularly set forth below.

NOW THEREFORE, in consideration of the mutual representations, warranties and covenants as hereinafter set forth, the Parties agree as follows:

1. This Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Agreement or the Notice. All references in the Agreement or this Amendment to the “Agreement” shall be deemed to refer to the Agreement as modified by this Amendment, unless otherwise set forth
2. Article 3 of the Agreement is amended as follows. Section 3.1 “Purchase Price” is replaced with the below:
 - 3.1. **Purchase Price.** Upon exercising the option, the purchase price for the WCRA’s conveyance of the Property to Danza shall be Four Hundred Thousand Dollars (\$400,000.00). This purchase price shall henceforth be held sufficient for the purchase of a total of seven (7) parcels of land required by Danza for successful completion of the Westgate Project.
3. Notwithstanding the terms of the Agreement, the WCRA agrees that it shall deliver title to the following certain real property (the “Additional Properties”) at no cost to Danza upon WCRA’s closing on the Additional Properties in accordance with the applicable Purchase and Sale Agreements:

PARCEL 1

2634 Westgate Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0070

Lots 7 thru 10, Inclusive, Block 34, West Gate Estates (Northern Section), according to the Plat recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 2

3473 and 3483 Nokomis Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0420

Lots 42, 43, 44, and 45, Block 34, West Gate Estates, (Northern Section) according to the Plat recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties agree not to challenge jurisdiction of the court or venue of courts in Palm Beach County, Florida, such venue to be the sole and exclusive venue for the enforcement of this Agreement.
5. Except as specifically modified hereby, all of the provisions of the Agreement which are not in conflict with the terms of this Amendment shall remain in full force and effect.
6. Headings are for convenience only and are not intended to expand or restrict the scope or substance or the provisions of this Amendment. Whenever used herein, the singular shall include the plural, and the plural shall include the singular.
7. This Agreement may be executed in two or more counterparts (including by electronic transmission), all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, this Amendment is entered into as of the Effective Date.

DANZA OF WESTGATE, LLC

**WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT
AGENCY**

By: _____

By: _____

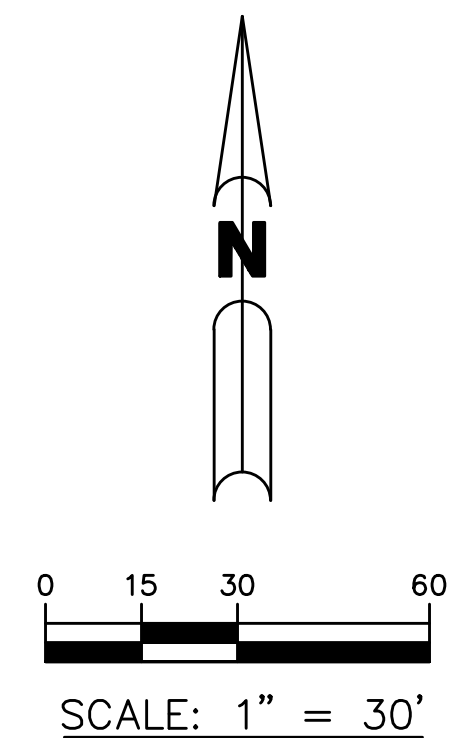
Name: _____

Name: _____

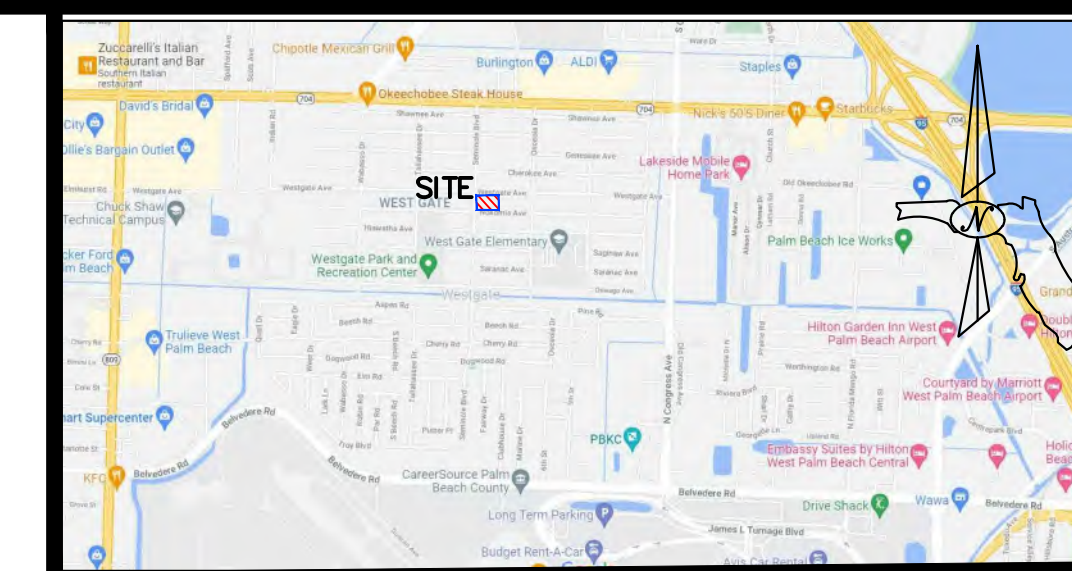
Title: _____

Title: _____

LEGEND			
SET IR/C "BROWN & PHILLIPS"	●	MAILBOX	☐
BENCHMARK	⊕	SIGN	▲
BOLLARD	⊙	WATER METER	Ⓜ
CATCH BASIN	Ⓜ	WATER VALVE	⊗
CURB INLET @ LOW POINT	Ⓜ	WOOD POWER POLE	⊙
CLEANOUT	Ⓜ	MAHOGANY TREE	⊙
CONCRETE LIGHT POLE	Ⓜ	PALM TREE	⊙
FIRE HYDRANT	⊕	UNKNOWN TREE	⊙
GUY ANCHOR	←	ASPHALT	▨
MANHOLE DRAINAGE	Ⓜ	BUILDING	▨
MANHOLE SANITARY	Ⓜ	CONCRETE	▨



- ABBREVIATIONS:**
- P.O.C. - POINT OF COMMENCEMENT
 - ORB - OFFICIAL RECORD BOOK
 - D.B. - DEED BOOK
 - P.C. - PAGE
 - R/W - RIGHT-OF-WAY
 - R - RADIUS
 - A - ARC LENGTH
 - Δ - CENTRAL ANGLE
 - E. - UTILITY EASEMENT
 - D.E. - DRAINAGE EASEMENT
 - (P) - PLAT DIMENSION
 - U/C - UNDER CONSTRUCTION
 - WM - WATER MAIN
 - GPS - GLOBAL POSITIONING SYSTEM
 - RTK - REAL TIME KINEMATIC
 - TOW - TOP OF WALL
 - INV - INVERT
 - (D) - DEED DIMENSION
 - (M) - MEASURED DIMENSION
 - C - CENTERLINE
 - IR - IRON ROD
 - IRC - IRON ROD WITH CAP AS NOTED
 - C.M. - 4"x4" CONCRETE MONUMENT
 - PRM - PERMANENT REFERENCE MONUMENT
 - PCP - PERMANENT CONTROL POINT
 - NTT - NAIL & TIN TAB
 - MNTT - MAG NAIL & TIN TAB
 - PK - PARKER KALON
 - NAD - NORTH AMERICAN DATUM
 - LB - LICENSED BUSINESS
 - DIP - DUCTILE IRON PIPE
 - PVC - POLYVINYL CHLORIDE PIPE
 - CMP - CORRUGATED METAL PIPE
 - RCF - REINFORCED CONCRETE PIPE
 - HDPE - HIGH DENSITY POLYETHYLENE PIPE
 - EL - ELEVATION



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

TOGETHER WITH:

LOTS 7, 8, 9 AND 10, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

TOGETHER WITH:

LOTS 11, 12, 13, 14 AND 15, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

TOGETHER WITH:

LOTS 31, 32, 33, 34, 35, 36, 37, 38 AND 39, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

TOGETHER WITH:

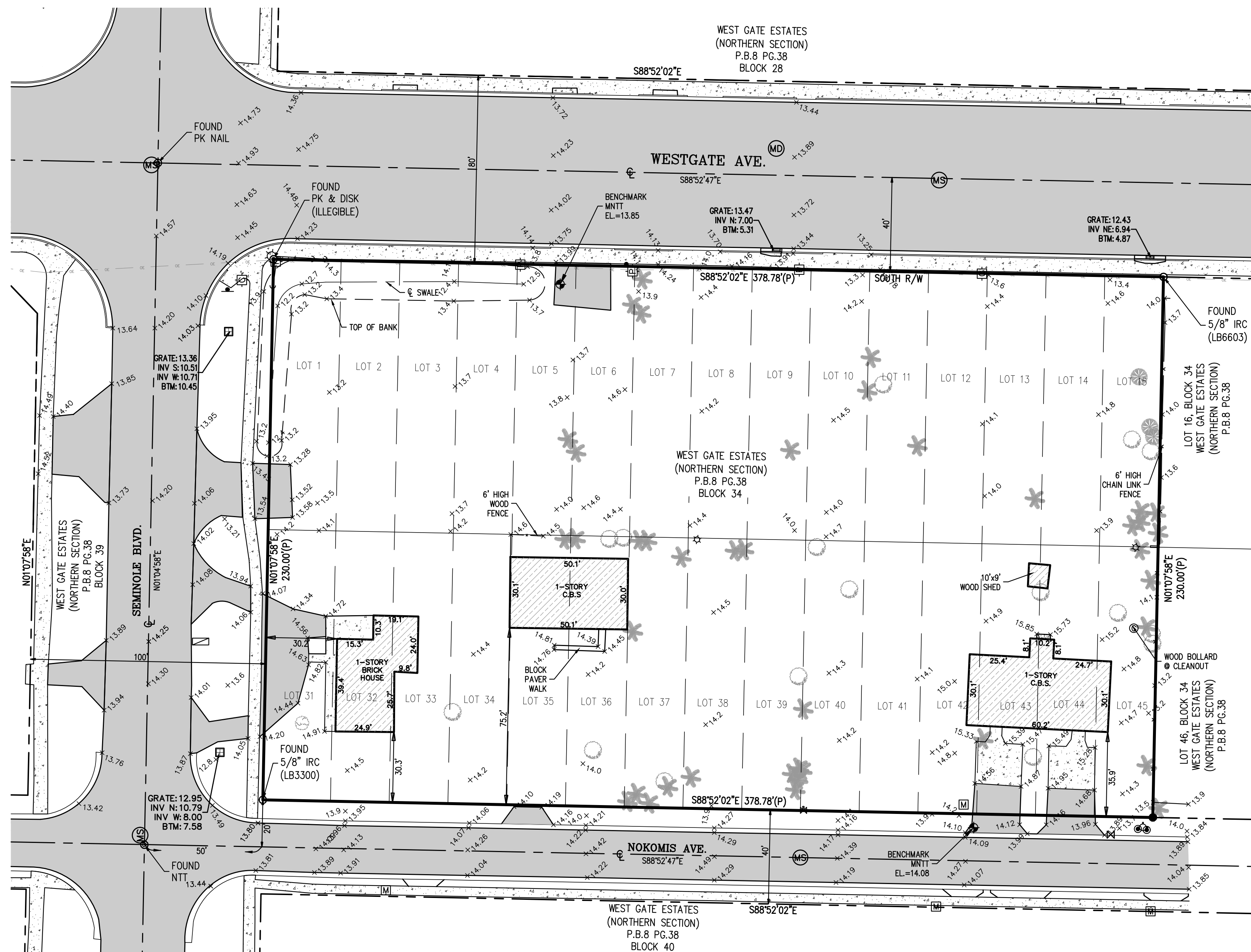
LOTS 40, 41, 42, 43, 44 AND 45, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

SURVEY REPORT:

- THIS IS A BOUNDARY & TOPOGRAPHIC SURVEY, PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.051 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE. THE FIELD WORK WAS COMPLETED ON FEBRUARY 3, 2022.
- THE SURVEY WAS BASED ON THE PLAT OF WESTGATE ESTATES (NORTHERN SECTION), PLAT BOOK 8, PAGE 38 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- BEARINGS ARE BASED ON S88°52'02"E (ASSUMED) ALONG THE SOUTH RIGHT-OF-WAY OF WESTGATE AVENUE.
- THE LEGAL DESCRIPTION IS RECORDED IN OFFICIAL RECORD BOOK 19061, PAGE 695, OFFICIAL RECORD BOOK 33216, PAGE 711, OFFICIAL RECORD BOOK 21234, PAGE 1845, OFFICIAL RECORD BOOK 20817, PAGE 1731 AND OFFICIAL RECORD BOOK 22146, PAGE 1087.
- AREA = 87,120 SQUARE FEET (2.00 ACRES), MORE OR LESS.
- EASEMENTS, RESTRICTIONS AND ITEMS OF RECORD ARE PER SOUTHEAST GUARANTY & TITLE, INC. OWNERSHIP & ENCUMBRANCE REPORT, FILE NO.: 202202002, SOUTHEAST GUARANTY & TITLE, INC. OWNERSHIP & ENCUMBRANCE REPORT, FILE NO.: 202202003, SOUTHEAST GUARANTY & TITLE, INC. OWNERSHIP & ENCUMBRANCE REPORT, FILE NO.: 202202004, SOUTHEAST GUARANTY & TITLE, INC. OWNERSHIP & ENCUMBRANCE REPORT, FILE NO.: 202202005 AND SOUTHEAST GUARANTY & TITLE, INC. OWNERSHIP & ENCUMBRANCE REPORT, FILE NO.: 202202006, ALL DATED JANUARY 29, 2022 AT 8:00 A.M.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY BROWN & PHILLIPS, INC. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

- ALL DISTANCES ARE MEASURED UNLESS NOTED OTHERWISE. ALL FIELD-MEASURED DIMENSIONS ALONG THE BOUNDARY WERE IN SIGNIFICANT AGREEMENT WITH THE PLAT, DEED, AND/OR CALCULATED VALUES.
- ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS OF 1:10,000 REQUIRED BY PALM BEACH COUNTY.
- THE EXPECTED HORIZONTAL AND VERTICAL PRECISION OF ITEMS SHOWN ON THIS SURVEY ARE AS FOLLOWS:
 - BOUNDARY LINES - 0.08'
 - TOPOGRAPHIC FEATURES - 0.20'
 - ELEVATIONS ON CONSTRUCTED HARD SURFACES (PAVEMENT, CONCRETE, ETC.) - 0.05'
 - ELEVATIONS ON NATURAL SURFACES (GROUND, DIRT, ETC.) - 0.10'
- THE SUBJECT PROPERTY IS CURRENTLY OCCUPIED.
- THE CONTRACTED PURPOSE OF THIS SURVEY IS FOR ZONING APPROVAL. THIS SURVEY IS NOT VALID FOR ANY OTHER USE.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SURVEY WAS PREPARED FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE: -ARC DEVELOPMENT GLOBAL, LLC
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=30', ON A 24"x 36" SHEET.
- SOME TOPOGRAPHIC FEATURES MAY BE EXAGGERATED IN SCALE FOR CLARITY. THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION.
- NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED AS PART OF THIS SURVEY.
- ELEVATIONS SHOWN HEREON ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988, AND ARE REFERENCED TO PALM BEACH COUNTY BENCHMARK "BOATWRIGHT", ELEVATION=19.18.
- ⊙ DENOTES SPOT ELEVATION, REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988.
- FLOOD ZONE INFORMATION OBTAINED FROM PALM BEACH COUNTY WEBSITE: "http://maps.co.palm-beach.fl.us/cwgis/?app=floodzones"; CURRENT FLOOD ZONE: X500
- © COPYRIGHT 2022 BY BROWN & PHILLIPS, INC. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.



BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409 561-615-3988

DATE	REVISIONS	#

SKETCH OF
BOUNDARY &
TOPOGRAPHIC
SURVEY

2636 WESTGATE AVE.
WEST PALM BEACH, FL.

DRAWN: DKN
CHECKED: JEP
F.B. WESTGATE
PAGES: 33-35

PROJ. No. 22-014
SCALE: 1"=30'
DATE: FEB. 2022
SHEET 1 OF 1

JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: _____

15 YEAR OPERATING PROFORMA

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
INCOME															
Rental Income-housing units	\$1,493,400	\$1,538,202	\$1,584,348	\$1,631,879	\$1,680,835	\$1,731,260	\$1,783,198	\$1,836,694	\$1,891,794	\$1,948,548	\$2,007,005	\$2,067,215	\$2,129,231	\$2,193,108	\$2,258,901
commercial rents	\$202,800	\$208,884	\$215,151	\$221,605	\$228,253	\$235,101	\$242,154	\$249,418	\$256,901	\$264,608	\$272,546	\$280,723	\$289,144	\$297,819	\$306,753
interest income	\$7,000	\$7,210	\$7,426	\$7,649	\$7,879	\$8,115	\$8,358	\$8,609	\$8,867	\$9,133	\$9,407	\$9,690	\$9,980	\$10,280	\$10,588
late charges	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
TOTAL INCOME	\$1,705,700	\$1,756,796	\$1,809,425	\$1,863,633	\$1,919,467	\$1,976,976	\$2,036,210	\$2,097,221	\$2,160,063	\$2,224,790	\$2,291,458	\$2,360,127	\$2,430,856	\$2,503,707	\$2,578,743
EXPENSES															
Vacancy Factor (comm.) 10%	\$20,280	\$20,888	\$21,515	\$22,161	\$22,825	\$23,510	\$24,215	\$24,942	\$25,690	\$26,461	\$27,255	\$28,072	\$28,914	\$29,782	\$30,675
Vacancy Factor 5%	\$74,670	\$76,910	\$79,217	\$81,594	\$84,042	\$86,563	\$89,160	\$91,835	\$94,590	\$97,427	\$100,350	\$103,361	\$106,462	\$109,655	\$112,945
Leasing-Copier/Postage/Adver.	\$2,300	\$2,400	\$2,500	\$2,600	\$2,700	\$2,800	\$2,900	\$3,000	\$3,100	\$3,200	\$3,300	\$3,400	\$3,500	\$3,600	\$3,700
security camera	\$1,500	\$1,545	\$1,590	\$1,635	\$1,680	\$1,725	\$1,770	\$1,815	\$1,860	\$1,905	\$1,950	\$1,995	\$2,040	\$2,085	\$2,130
office supplies	\$0	\$750	\$800	\$875	\$950	\$1,025	\$1,100	\$1,175	\$1,250	\$1,325	\$1,400	\$1,475	\$1,550	\$1,625	\$1,700
Admin Expenses	\$1,500	\$1,575	\$1,654	\$1,736	\$1,823	\$1,914	\$2,010	\$2,111	\$2,216	\$2,327	\$2,443	\$2,566	\$2,694	\$2,828	\$2,970
background checks	\$300	\$500	\$600	\$700	\$900	\$1,000	\$1,100	\$1,300	\$1,400	\$1,500	\$1,700	\$1,800	\$1,900	\$2,100	\$2,200
Legal expenses	\$1,000	\$1,000	\$1,500	\$2,000	\$2,020	\$2,040	\$2,061	\$2,081	\$2,102	\$2,123	\$2,144	\$2,166	\$2,187	\$2,209	\$2,231
accounting expenses	\$2,500	\$2,525	\$2,550	\$2,576	\$2,602	\$2,628	\$2,654	\$2,680	\$2,707	\$2,734	\$2,762	\$2,789	\$2,817	\$2,845	\$2,874
payroll	\$30,000	\$31,000	\$32,000	\$33,000	\$34,000	\$35,000	\$36,000	\$37,000	\$38,000	\$39,000	\$40,000	\$41,000	\$42,000	\$43,000	\$44,000
extermination	\$3,500	\$3,535	\$3,570	\$3,606	\$3,642	\$3,679	\$3,715	\$3,752	\$3,790	\$3,828	\$3,866	\$3,905	\$3,944	\$3,983	\$4,023
repairs	\$3,000	\$5,000	\$5,000	\$6,000	\$7,000	\$7,210	\$7,426	\$7,649	\$7,879	\$8,115	\$8,358	\$8,609	\$8,867	\$9,133	\$9,407
painting	\$1,000	\$1,000	\$4,000	\$3,500	\$4,000	\$4,400	\$4,840	\$5,324	\$5,856	\$6,442	\$7,086	\$7,795	\$8,574	\$9,432	\$10,375
Land maintenance	\$2,400	\$2,424	\$2,448	\$2,473	\$2,497	\$2,522	\$2,548	\$2,573	\$2,599	\$2,625	\$2,651	\$2,678	\$2,704	\$2,731	\$2,759
common area utilities	\$2,000	\$2,030	\$2,060	\$2,091	\$2,123	\$2,155	\$2,187	\$2,220	\$2,253	\$2,287	\$2,321	\$2,356	\$2,391	\$2,427	\$2,464
Water and Sewer	\$29,416	\$30,298	\$31,207	\$32,144	\$33,108	\$34,101	\$35,124	\$36,178	\$37,263	\$38,381	\$39,533	\$40,719	\$41,940	\$43,198	\$44,494
real estate taxes	\$160,000	\$162,400	\$164,836	\$167,309	\$169,818	\$172,365	\$174,951	\$177,575	\$180,239	\$182,942	\$185,687	\$188,472	\$191,299	\$194,168	\$197,081
property and liability insurance	\$69,000	\$70,380	\$71,788	\$73,223	\$74,688	\$76,182	\$77,705	\$79,259	\$80,844	\$82,461	\$84,111	\$85,793	\$87,509	\$89,259	\$91,044
Depreciation expense	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634
Interest expense	\$842,762	\$837,316	\$831,544	\$825,426	\$818,940	\$812,065	\$804,778	\$797,053	\$788,865	\$780,186	\$770,985	\$761,233	\$750,896	\$739,939	\$728,324
Payroll Taxes and related	\$2,400	\$2,472	\$2,546	\$2,623	\$2,701	\$2,782	\$2,866	\$2,952	\$3,040	\$3,131	\$3,225	\$3,322	\$3,422	\$3,524	\$3,630
Management Fee (5%)	\$80,538	\$82,950	\$85,435	\$87,994	\$90,630	\$93,345	\$96,142	\$99,022	\$101,989	\$105,045	\$108,193	\$111,435	\$114,774	\$118,213	\$121,756
TOTAL EXPENSES	\$2,043,699	\$2,052,533	\$2,061,995	\$2,068,898	\$2,053,498	\$2,059,135	\$2,064,670	\$2,070,189	\$2,075,477	\$2,080,619	\$2,085,700	\$2,090,501	\$2,095,105	\$2,099,592	\$2,103,741
Gross Cash Flow available	-\$337,999	-\$295,737	-\$252,571	-\$205,266	-\$134,031	-\$82,160	-\$28,460	\$27,032	\$84,586	\$144,170	\$205,759	\$269,626	\$335,751	\$404,115	\$475,002
plus interest expense	\$842,762	\$837,316	\$831,544	\$825,426	\$818,940	\$812,065	\$804,778	\$797,053	\$788,865	\$780,186	\$770,985	\$761,233	\$750,896	\$739,939	\$728,324
plus depreciation	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634
Reserve for Replacement	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200
Cash Flow Available	\$1,209,197	\$1,246,013	\$1,283,408	\$1,324,594	\$1,389,343	\$1,434,339	\$1,480,751	\$1,528,520	\$1,577,885	\$1,628,790	\$1,681,178	\$1,735,294	\$1,791,081	\$1,848,488	\$1,907,759
Debt Service	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521
DSCR	1.30	1.33	1.37	1.42	1.49	1.54	1.59	1.64	1.69	1.74	1.80	1.86	1.92	1.98	2.04



For multifamily facilities, a true construction partner extends far beyond a build.

Southeast

Orlando

5850 T.G. Lee Boulevard
Suite 135
Orlando, Florida 32822
Tel: 1.800.264.PIKE

Northeast

Buffalo

740 Seneca Street
Buffalo, NY 14210

Rochester

1 Circle Street
Rochester, NY 14607
Tel: 1.800.264.PIKE

Ken Ogden, President

As President of Pike Residential, Ken directs the day-to-day operations of the Pike Residential division, formulating plans and policies to achieve objectives, ensuring profitable growth and fulfilling the company's commitment to the community. Since joining the company in 1990, he has acquired extensive knowledge and the aptitude to identify the critical challenges of complex projects. This experience has provided Ken the insight to creatively enhance project feasibility strategies, specifically in affordable, market-rate and senior housing construction. Ken received a Bachelor of Science from Penn State University and a BS in Civil Engineering from Rochester Institute of Technology.

RENT SCHEDULE

Residential: Unit mix 26 two bedroom and 20 three bedroom,

Commercial: 2 Units, 5,200 s/f each

County Assisted					
Bedroom size	number	sq footage per unit	% AMI	rent pr unit	Total Mos. Rental
2 bedroom	9	998	120%	\$ 2,631.00	\$ 23,679.00
2 Bedroom	8	1075	122%	\$ 2,675.00	\$ 21,400.00
3 bedroom	10	1310	120%	\$ 3,039.00	\$ 30,390.00
3 Bedroom	10	1310	122%	\$ 3,100.00	\$ 31,000.00
Total (mos)	37				\$ 106,469.00
yearly total					\$ 1,277,628.00
Westgate WHP					
Bedroom size	number	sq footage per unit	%AMI	rent pr unit	Total Mos. Rental
2 bedroom	5	998	80%-100% of med.	\$ 2,193.00	\$ 10,965.00
2 bedroom	4	998	60%-80% of med	\$ 1,754.00	\$ 7,016.00
Total (mos)	9				\$ 17,981.00
yearly total					\$ 215,772.00
Total Yearly Residential Rental Income					\$ 1,493,400.00
Commercial Rents					
CRA Offices		5200		\$ 18.00	\$93,600.00
Other Commercial		5200		\$ 21.00	\$109,200.00
Total Commercial					\$202,800.00
TOTAL RENT REVENUE YEAR 1					\$1,696,200.00

37 County Assisted Units

:

19 at 120% AMI: 9 two bedroom units and 10 three bedroom units

18 at 122% AMI: 8 Two bedroom and 10 three bedroom based on Market

9 Two-Bedroom Units per Westgate Obligation

5 at 100% AMI 4
at 80% AMI

SOURCES AND USES OF FUNDS

SOURCES					
		Amount	Int Rate	Term	Debt Service
1st	FHA	\$ 14,046,033	6%	40 years	(\$933,520.93)
2nd	PB County	\$ 3,147,739	0%	40 years	(Based on Cash Flow)
n/a	cash	\$ 3,063,018	n/a	n/a	n/a
n/a	resid. Land value	\$ 1,000,000	n/a	n/a	n/a
Total		\$ 21,256,790			(\$933,520.93)
USES					
Item					
Construction/Commercial	\$1,430,943.20				
Construction/Housing	\$16,455,846.80				
A/E	\$600,000.00				
Acquisition	\$555,000.00				
Residual Land Value	\$1,000,000.00				
Fees	\$75,000.00				
Capitalized Interest	\$300,000.00				
Soft Costs	\$440,000.00				
Contingency	\$400,000.00				
Total	\$21,256,790.00				

* Preferred method of disbursement is a specified draw schedule based on a percentage of project completion.



1966 Corporate Square
Longwood Florida 32746
www.dpsprosolutions.com
772-475-1740

Westgate Multifamily

Proposed Estimate

General Conditions	149,734.52	
Sitework	3,179,337.72	
Concrete	3,895,074.53	
Masonry	Included in Concrete	-
Metals	225,813.22	
Carpentry	106,568.33	
Thermo and Mositure protection	618,980.20	
Doors & Windows	1,596,199.03	
Finishes	2,587,943.56	
Specialities	225,357.72	
Equyipment	383,785.56	
Furnishings	465,194.62	
Elevators	1,162,986.54	
Mechanical	1,708,805.20	
Electrical	1,395,583.85	

Construction Subtotal	17,701,364.61
General Conditions	2,035,226.45
Insurance	581,493.27
Payment and Preformance Bond not included in Bid	-
Subtotal	20,318,084.33
Overhead & Fee	1,422,265.90

Grand Tol of Construction Estimate 21,740,350.23

Estimate based on Job Matrix Dated 9/23/2022
Square Footage 80374 270.49 \$/ft

WESTGATE APARTMENTS

PIKE CONSTRUCTION

	Units	46
	Project SF	76,114
Line	Description	Total Cost
01.74	Cleaning and Waste Management	45,668
03.30	Cast-In-place Concrete, Forms & Reinf	536,390
03.54	Gypsum Underlayments	142,652
04.20	Masonry (CMU & Brick & Stone)	401,305
05.50	Metal Fabrications and Stairs	223,773
06.11	Wood Framed Structure	2,039,704
06.41	Fin. Carp. Custom cabinets, trim etc..	28,900
06.49	Fin. Carp. Installation	227,182
07.10	Waterproofing and damproofing	8,302
07.21	Insulation	208,053
07.24	Stucco	877,473
07.32	Tile roofing	70,363
07.50	Flat roofing	311,596
08.10	HM/Wd Drs, HDWR & operators	266,402
08.41	Entrances, storefront and Curtainwall	44,109
08.53	Vinyl Windows	336,917
09.29	Drywall on wood frame	1,018,923
09.30	Tile	121,948
09.65	Carpet, LVT & Resilient Flooring	458,055
09.91	Painting	284,655
10.00	Specialties	108,434
11.30	Appliances	201,558
12.20	Window Treatments	17,368
12.35	Residential Cabinets	150,318
12.36	Residential Countertops	117,138

14.20	Elevators	254,898
21.00	Fire Suppression	238,022
22.00	Plumbing	1,953,237
23.00	HVAC	1,292,526
26.00	Electric & Communication Div 26 & 27	1,560,162
30.00	BUILDING-ONLY SUBTOTALS	13,546,030
31.10	Earthwork, curbs, walks, pvmnts, utilities	1,205,329
32.30	Site Improvements	219,217
32.90	Lawns, Plants, Irrigation & Transplants	445,600
SUBTOTAL SITEWORK & Accessory Structures		1,870,146
SUBTOTAL BLDGS & SITE		15,416,175
General Conditions and Gen Requirements		924,971
Subtotal BLDGS, Site and GC's & GR's		16,341,146
54.00	Temporary utilities (elec, h2o, heat, AC)	0
SUBTOTAL		16,341,146
61.10	Design Contingency	0
SUBTOTAL		16,341,146
72.00	Insurance	196,094
73.00	Performance and Payment Bond	92,497
SUBTOTAL		16,629,737
81.00	Preconstruction Services	0
82.00	Overhead	308,324
83.00	Construction Phase Management Fee	924,971
TOTAL CONSTRUCTION COST		17,863,031

15 YEAR OPERATING PROFORMA

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
INCOME															
Rental Income-housing units	\$1,493,400	\$1,538,202	\$1,584,348	\$1,631,879	\$1,680,835	\$1,731,260	\$1,783,198	\$1,836,694	\$1,891,794	\$1,948,548	\$2,007,005	\$2,067,215	\$2,129,231	\$2,193,108	\$2,258,901
commercial rents	\$202,800	\$208,884	\$215,151	\$221,605	\$228,253	\$235,101	\$242,154	\$249,418	\$256,901	\$264,608	\$272,546	\$280,723	\$289,144	\$297,819	\$306,753
interest income	\$7,000	\$7,210	\$7,426	\$7,649	\$7,879	\$8,115	\$8,358	\$8,609	\$8,867	\$9,133	\$9,407	\$9,690	\$9,980	\$10,280	\$10,588
late charges	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
TOTAL INCOME	\$1,705,700	\$1,756,796	\$1,809,425	\$1,863,633	\$1,919,467	\$1,976,976	\$2,036,210	\$2,097,221	\$2,160,063	\$2,224,790	\$2,291,458	\$2,360,127	\$2,430,856	\$2,503,707	\$2,578,743
EXPENSES															
Vacancy Factor (comm.) 10%	\$20,280	\$20,888	\$21,515	\$22,161	\$22,825	\$23,510	\$24,215	\$24,942	\$25,690	\$26,461	\$27,255	\$28,072	\$28,914	\$29,782	\$30,675
Vacancy Factor 5%	\$74,670	\$76,910	\$79,217	\$81,594	\$84,042	\$86,563	\$89,160	\$91,835	\$94,590	\$97,427	\$100,350	\$103,361	\$106,462	\$109,655	\$112,945
Leasing-Copier/Postage/Adver.	\$2,300	\$2,400	\$2,500	\$2,600	\$2,700	\$2,800	\$2,900	\$3,000	\$3,100	\$3,200	\$3,300	\$3,400	\$3,500	\$3,600	\$3,700
security camera	\$1,500	\$1,545	\$1,590	\$1,635	\$1,680	\$1,725	\$1,770	\$1,815	\$1,860	\$1,905	\$1,950	\$1,995	\$2,040	\$2,085	\$2,130
office supplies	\$0	\$750	\$800	\$875	\$950	\$1,025	\$1,100	\$1,175	\$1,250	\$1,325	\$1,400	\$1,475	\$1,550	\$1,625	\$1,700
Admin Expenses	\$1,500	\$1,575	\$1,654	\$1,736	\$1,823	\$1,914	\$2,010	\$2,111	\$2,216	\$2,327	\$2,443	\$2,566	\$2,694	\$2,828	\$2,970
background checks	\$300	\$500	\$600	\$700	\$900	\$1,000	\$1,100	\$1,300	\$1,400	\$1,500	\$1,700	\$1,800	\$1,900	\$2,100	\$2,200
Legal expenses	\$1,000	\$1,000	\$1,500	\$2,000	\$2,020	\$2,040	\$2,061	\$2,081	\$2,102	\$2,123	\$2,144	\$2,166	\$2,187	\$2,209	\$2,231
accounting expenses	\$2,500	\$2,525	\$2,550	\$2,576	\$2,602	\$2,628	\$2,654	\$2,680	\$2,707	\$2,734	\$2,762	\$2,789	\$2,817	\$2,845	\$2,874
payroll	\$30,000	\$31,000	\$32,000	\$33,000	\$34,000	\$35,000	\$36,000	\$37,000	\$38,000	\$39,000	\$40,000	\$41,000	\$42,000	\$43,000	\$44,000
extermination	\$3,500	\$3,535	\$3,570	\$3,606	\$3,642	\$3,679	\$3,715	\$3,752	\$3,790	\$3,828	\$3,866	\$3,905	\$3,944	\$3,983	\$4,023
repairs	\$3,000	\$5,000	\$5,000	\$6,000	\$7,000	\$7,210	\$7,426	\$7,649	\$7,879	\$8,115	\$8,358	\$8,609	\$8,867	\$9,133	\$9,407
painting	\$1,000	\$1,000	\$4,000	\$3,500	\$4,000	\$4,400	\$4,840	\$5,324	\$5,856	\$6,442	\$7,086	\$7,795	\$8,574	\$9,432	\$10,375
Land maintenance	\$2,400	\$2,424	\$2,448	\$2,473	\$2,497	\$2,522	\$2,548	\$2,573	\$2,599	\$2,625	\$2,651	\$2,678	\$2,704	\$2,731	\$2,759
common area utilities	\$2,000	\$2,030	\$2,060	\$2,091	\$2,123	\$2,155	\$2,187	\$2,220	\$2,253	\$2,287	\$2,321	\$2,356	\$2,391	\$2,427	\$2,464
Water and Sewer	\$29,416	\$30,298	\$31,207	\$32,144	\$33,108	\$34,101	\$35,124	\$36,178	\$37,263	\$38,381	\$39,533	\$40,719	\$41,940	\$43,198	\$44,494
real estate taxes	\$160,000	\$162,400	\$164,836	\$167,309	\$169,818	\$172,365	\$174,951	\$177,575	\$180,239	\$182,942	\$185,687	\$188,472	\$191,299	\$194,168	\$197,081
property and liability insurance	\$69,000	\$70,380	\$71,788	\$73,223	\$74,688	\$76,182	\$77,705	\$79,259	\$80,844	\$82,461	\$84,111	\$85,793	\$87,509	\$89,259	\$91,044
Depreciation expense	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634
Interest expense	\$842,762	\$837,316	\$831,544	\$825,426	\$818,940	\$812,065	\$804,778	\$797,053	\$788,865	\$780,186	\$770,985	\$761,233	\$750,896	\$739,939	\$728,324
Payroll Taxes and related	\$2,400	\$2,472	\$2,546	\$2,623	\$2,701	\$2,782	\$2,866	\$2,952	\$3,040	\$3,131	\$3,225	\$3,322	\$3,422	\$3,524	\$3,630
Management Fee (5%)	\$80,538	\$82,950	\$85,435	\$87,994	\$90,630	\$93,345	\$96,142	\$99,022	\$101,989	\$105,045	\$108,193	\$111,435	\$114,774	\$118,213	\$121,756
TOTAL EXPENSES	\$2,043,699	\$2,052,533	\$2,061,995	\$2,068,898	\$2,053,498	\$2,059,135	\$2,064,670	\$2,070,189	\$2,075,477	\$2,080,619	\$2,085,700	\$2,090,501	\$2,095,105	\$2,099,592	\$2,103,741
Gross Cash Flow available	-\$337,999	-\$295,737	-\$252,571	-\$205,266	-\$134,031	-\$82,160	-\$28,460	\$27,032	\$84,586	\$144,170	\$205,759	\$269,626	\$335,751	\$404,115	\$475,002
plus interest expense	\$842,762	\$837,316	\$831,544	\$825,426	\$818,940	\$812,065	\$804,778	\$797,053	\$788,865	\$780,186	\$770,985	\$761,233	\$750,896	\$739,939	\$728,324
plus depreciation	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634
Reserve for Replacement	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200
Cash Flow Available	\$1,209,197	\$1,246,013	\$1,283,408	\$1,324,594	\$1,389,343	\$1,434,339	\$1,480,751	\$1,528,520	\$1,577,885	\$1,628,790	\$1,681,178	\$1,735,294	\$1,791,081	\$1,848,488	\$1,907,759
Debt Service	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521
DSCR	1.30	1.33	1.37	1.42	1.49	1.54	1.59	1.64	1.69	1.74	1.80	1.86	1.92	1.98	2.04



For multifamily facilities, a true construction partner extends far beyond a build.

Southeast

Orlando

5850 T.G. Lee Boulevard
Suite 135
Orlando, Florida 32822
Tel: 1.800.264.PIKE

Northeast

Buffalo

740 Seneca Street
Buffalo, NY 14210

Rochester

1 Circle Street
Rochester, NY 14607
Tel: 1.800.264.PIKE

Ken Ogden, President

As President of Pike Residential, Ken directs the day-to-day operations of the Pike Residential division, formulating plans and policies to achieve objectives, ensuring profitable growth and fulfilling the company's commitment to the community. Since joining the company in 1990, he has acquired extensive knowledge and the aptitude to identify the critical challenges of complex projects. This experience has provided Ken the insight to creatively enhance project feasibility strategies, specifically in affordable, market-rate and senior housing construction. Ken received a Bachelor of Science from Penn State University and a BS in Civil Engineering from Rochester Institute of Technology.

WESTGATE APARTMENTS

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SUBTOTAL		16,341,146
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73.00	Performance and Payment Bond	92,497
SUBTOTAL		16,629,737
81.00	Preconstruction Services	0
82.00	Overhead	308,324
83.00	Construction Phase Management Fee	924,971
TOTAL CONSTRUCTION COST		17,863,031

RENT SCHEDULE

Residential: Unit mix 26 two bedroom and 20 three bedroom,

Commercial: 2 Units, 5,200 s/f each

County Assisted					
Bedroom size	number	sq footage per unit	% AMI	rent pr unit	Total Mos. Rental
2 bedroom	9	998	120%	\$ 2,631.00	\$ 23,679.00
2 Bedroom	8	1075	122%	\$ 2,675.00	\$ 21,400.00
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Total Commercial					\$202,800.00
TOTAL RENT REVENUE YEAR 1					\$1,696,200.00

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9 Two-Bedroom Units per Westgate Obligation

5 at 100% AMI 4
at 80% AMI

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n/a	resid. Land value	\$ 1,000,000	n/a	n/a	n/a
Total		\$ 21,256,790			(\$933,520.93)

USES	
Item	
Construction/Commercial	\$1,430,943.20
Construction/Housing	\$16,455,846.80
A/E	\$600,000.00
Acquisition	\$555,000.00
Residual Land Value	\$1,000,000.00
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Soft Costs	\$440,000.00
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15 YEAR OPERATING PROFORMA

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
INCOME															
Rental Income-housing units	\$1,493,400	\$1,538,202	\$1,584,348	\$1,631,879	\$1,680,835	\$1,731,260	\$1,783,198	\$1,836,694	\$1,891,794	\$1,948,548	\$2,007,005	\$2,067,215	\$2,129,231	\$2,193,108	\$2,258,901
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interest income	\$7,000	\$7,210	\$7,426	\$7,649	\$7,879	\$8,115	\$8,358	\$8,609	\$8,867	\$9,133	\$9,407	\$9,690	\$9,980	\$10,280	\$10,588
late charges	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
TOTAL INCOME	\$1,705,700	\$1,756,796	\$1,809,425	\$1,863,633	\$1,919,467	\$1,976,976	\$2,036,210	\$2,097,221	\$2,160,063	\$2,224,790	\$2,291,458	\$2,360,127	\$2,430,856	\$2,503,707	\$2,578,743
EXPENSES															
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Vacancy Factor 5%	\$74,670	\$76,910	\$79,217	\$81,594	\$84,042	\$86,563	\$89,160	\$91,835	\$94,590	\$97,427	\$100,350	\$103,361	\$106,462	\$109,655	\$112,945
Leasing-Copier/Postage/Adver.	\$2,300	\$2,400	\$2,500	\$2,600	\$2,700	\$2,800	\$2,900	\$3,000	\$3,100	\$3,200	\$3,300	\$3,400	\$3,500	\$3,600	\$3,700
security camera	\$1,500	\$1,545	\$1,590	\$1,635	\$1,680	\$1,725	\$1,770	\$1,815	\$1,860	\$1,905	\$1,950	\$1,995	\$2,040	\$2,085	\$2,130
office supplies	\$0	\$750	\$800	\$875	\$950	\$1,025	\$1,100	\$1,175	\$1,250	\$1,325	\$1,400	\$1,475	\$1,550	\$1,625	\$1,700
Admin Expenses	\$1,500	\$1,575	\$1,654	\$1,736	\$1,823	\$1,914	\$2,010	\$2,111	\$2,216	\$2,327	\$2,443	\$2,566	\$2,694	\$2,828	\$2,970
background checks	\$300	\$500	\$600	\$700	\$900	\$1,000	\$1,100	\$1,300	\$1,400	\$1,500	\$1,700	\$1,800	\$1,900	\$2,100	\$2,200
Legal expenses	\$1,000	\$1,000	\$1,500	\$2,000	\$2,020	\$2,040	\$2,061	\$2,081	\$2,102	\$2,123	\$2,144	\$2,166	\$2,187	\$2,209	\$2,231
accounting expenses	\$2,500	\$2,525	\$2,550	\$2,576	\$2,602	\$2,628	\$2,654	\$2,680	\$2,707	\$2,734	\$2,762	\$2,789	\$2,817	\$2,845	\$2,874
payroll	\$30,000	\$31,000	\$32,000	\$33,000	\$34,000	\$35,000	\$36,000	\$37,000	\$38,000	\$39,000	\$40,000	\$41,000	\$42,000	\$43,000	\$44,000
extermination	\$3,500	\$3,535	\$3,570	\$3,606	\$3,642	\$3,679	\$3,715	\$3,752	\$3,790	\$3,828	\$3,866	\$3,905	\$3,944	\$3,983	\$4,023
repairs	\$3,000	\$5,000	\$5,000	\$6,000	\$7,000	\$7,210	\$7,426	\$7,649	\$7,879	\$8,115	\$8,358	\$8,609	\$8,867	\$9,133	\$9,407
painting	\$1,000	\$1,000	\$4,000	\$3,500	\$4,000	\$4,400	\$4,840	\$5,324	\$5,856	\$6,442	\$7,086	\$7,795	\$8,574	\$9,432	\$10,375
Land maintenance	\$2,400	\$2,424	\$2,448	\$2,473	\$2,497	\$2,522	\$2,548	\$2,573	\$2,599	\$2,625	\$2,651	\$2,678	\$2,704	\$2,731	\$2,759
common area utilities	\$2,000	\$2,030	\$2,060	\$2,091	\$2,123	\$2,155	\$2,187	\$2,220	\$2,253	\$2,287	\$2,321	\$2,356	\$2,391	\$2,427	\$2,464
Water and Sewer	\$29,416	\$30,298	\$31,207	\$32,144	\$33,108	\$34,101	\$35,124	\$36,178	\$37,263	\$38,381	\$39,533	\$40,719	\$41,940	\$43,198	\$44,494
real estate taxes	\$160,000	\$162,400	\$164,836	\$167,309	\$169,818	\$172,365	\$174,951	\$177,575	\$180,239	\$182,942	\$185,687	\$188,472	\$191,299	\$194,168	\$197,081
property and liability insurance	\$69,000	\$70,380	\$71,788	\$73,223	\$74,688	\$76,182	\$77,705	\$79,259	\$80,844	\$82,461	\$84,111	\$85,793	\$87,509	\$89,259	\$91,044
Depreciation expense	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634
Interest expense	\$842,762	\$837,316	\$831,544	\$825,426	\$818,940	\$812,065	\$804,778	\$797,053	\$788,865	\$780,186	\$770,985	\$761,233	\$750,896	\$739,939	\$728,324
Payroll Taxes and related	\$2,400	\$2,472	\$2,546	\$2,623	\$2,701	\$2,782	\$2,866	\$2,952	\$3,040	\$3,131	\$3,225	\$3,322	\$3,422	\$3,524	\$3,630
Management Fee (5%)	\$80,538	\$82,950	\$85,435	\$87,994	\$90,630	\$93,345	\$96,142	\$99,022	\$101,989	\$105,045	\$108,193	\$111,435	\$114,774	\$118,213	\$121,756
TOTAL EXPENSES	\$2,043,699	\$2,052,533	\$2,061,995	\$2,068,898	\$2,053,498	\$2,059,135	\$2,064,670	\$2,070,189	\$2,075,477	\$2,080,619	\$2,085,700	\$2,090,501	\$2,095,105	\$2,099,592	\$2,103,741
Gross Cash Flow available	-\$337,999	-\$295,737	-\$252,571	-\$205,266	-\$134,031	-\$82,160	-\$28,460	\$27,032	\$84,586	\$144,170	\$205,759	\$269,626	\$335,751	\$404,115	\$475,002
plus interest expense	\$842,762	\$837,316	\$831,544	\$825,426	\$818,940	\$812,065	\$804,778	\$797,053	\$788,865	\$780,186	\$770,985	\$761,233	\$750,896	\$739,939	\$728,324
plus depreciation	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634	\$713,634
Reserve for Replacement	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200	\$9,200
Cash Flow Available	\$1,209,197	\$1,246,013	\$1,283,408	\$1,324,594	\$1,389,343	\$1,434,339	\$1,480,751	\$1,528,520	\$1,577,885	\$1,628,790	\$1,681,178	\$1,735,294	\$1,791,081	\$1,848,488	\$1,907,759
Debt Service	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521	\$933,521
DSCR	1.30	1.33	1.37	1.42	1.49	1.54	1.59	1.64	1.69	1.74	1.80	1.86	1.92	1.98	2.04

Charles Schorr Lesnick
11259 Edgewater Circle
Wellington, Florida 33414

April 1, 2024

Department of Housing and Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

Re: RFP HED.HBLP.2024.4 Westgate Terrace, West Palm Beach, Florida

Dear Sir or Madam:

It is my understanding that the Palm Beach Department of Housing & Economic Development need to see that the Development Team has cash available to meet any funding gap between the specified in the Sources and Uses. The funding gap for the Westgate Terrace proposal is \$3,063,018 in cash. I am one of six partners and we would no doubt come to an agreement amongst the partners as to who would be contributing how much money at what terms if we cannot reduce that ga through other ways. However I am submitting my most recent statement from Fidelity to show that I have a balance of \$3,805,314.02 (As of March 31, 2024) to give you comfort that there could be adequate cash if we are selected for the funding from the County.

If you have any further questions do not hesitate to contact me ay 914-954-3039 or Chuck.schorr.lesnick@gmail.com . I look forward to working with you.

Sincerely,


Charles Schorr Lesnick

Envelope # BQCSSMBBBNWK

BETH LESNICK
CHARLES SCHORR LESNICK
15 ALBEMARLE PL
YONKERS NY 10701-6711

Your Portfolio Value:

\$3,805,314.02

Portfolio Change from Last Period:

▲ \$141,139.94

	This Period	Year-to-Date
Beginning Portfolio Value	\$3,664,174.08	\$3,432,699.73
Subtractions	-22.50	-5,194.04
Transaction Costs, Fees & Charges	-10.09	-70.15
Fidelity Managed Account Fees	-	-4,960.50
Change in Investment Value *	141,162.44	377,808.33
Ending Portfolio Value **	\$3,805,314.02	\$3,805,314.02
Accrued Interest (AI)	-	-
Ending Portfolio Value Incl. AI	\$3,805,314.02	

Your Financial Consultant

Christopher Foster **Phone: (914) 725-3649**
ext. 77232

Contact Information

Online Fidelity.com/pas
FAST@-Automated Telephone (800) 544-5555
Portfolio Advisory Services (800) 544-3455
8am - 7pm ET, Mon - Fri
Wealth Management (800) 544-5704

Save on your tax preparation services; Fidelity is pleased to offer special discounts to help you prepare your tax return. Learn more at Fidelity.com/taxprep. 1064976.1.0

* Reflects appreciation or depreciation of your holdings due to price changes, transactions from Other Activity In or Out and Multi-currency transactions, plus any distribution and income earned during the statement period.
** Excludes untraded securities.



March 4, 2024

Danza of Westgate, LLC
11259 Edgewater Circle
Wellington, FL 33414

Re: Westgate Terrace Project/RFP

Dear Ladies and Gentlemen:

Regarding your proposed Westgate Terrace Project, I have been notified that you are applying for financial assistance from Palm Beach County in the approximate amount of \$3.15 million. As you know, Newmark has reviewed the plans and preliminary development costs and is very interested in providing construction and permanent financing for the Westgate Terrace Project in the estimated amount of \$14.1 million using the FHA Section 221(d)(4) mortgage insurance program. Upon successfully being awarded the assistance from Palm Beach County through the RFP, Newmark will move this project to the next phase of underwriting and review what is required to achieve a Closing. Under current market conditions, Newmark's construction and permanent financing would carry an interest rate of around 6% with a term of approximately 2 years for the construction loan and 40 years for the permanent loan, fully amortizing.

If you have any questions or require additional information, please let me know. I'm looking forward to working with you and closing the financing for the Westgate Terrace Project.

Very sincerely yours,



Lance H. Wilson, Managing Director
lance.wilson@nmrk.com
(917) 359-5301

NEWMARK

RENT SCHEDULE

Residential: Unit mix 26 two bedroom and 20 three bedroom,

Commercial: 2 Units, 5,200 s/f each

County Assisted					
Bedroom size	number	sq footage per unit	% AMI	rent pr unit	Total Mos. Rental
2 bedroom	9	998	120%	\$ 2,631.00	\$ 23,679.00
2 Bedroom	8	1075	122%	\$ 2,675.00	\$ 21,400.00
3 bedroom	10	1310	120%	\$ 3,039.00	\$ 30,390.00
3 Bedroom	10	1310	122%	\$ 3,100.00	\$ 31,000.00
Total (mos)	37				\$ 106,469.00
yearly total					\$ 1,277,628.00
Westgate WHP					
Bedroom size	number	sq footage per unit	%AMI	rent pr unit	Total Mos. Rental
2 bedroom	5	998	80%-100% of med.	\$ 2,193.00	\$ 10,965.00
2 bedroom	4	998	60%-80% of med	\$ 1,754.00	\$ 7,016.00
Total (mos)	9				\$ 17,981.00
yearly total					\$ 215,772.00
Total Yearly Residential Rental Income					\$ 1,493,400.00
Commercial Rents					
CRA Offices		5200		\$ 18.00	\$93,600.00
Other Commercial		5200		\$ 21.00	\$109,200.00
Total Commercial					\$202,800.00
TOTAL RENT REVENUE YEAR 1					\$1,696,200.00

37 County Assisted Units

:

19 at 120% AMI: 9 two bedroom units and 10 three bedroom units

18 at 122% AMI: 8 Two bedroom and 10 three bedroom based on Market

9 Two-Bedroom Units per Westgate Obligation

5 at 100% AMI 4
at 80% AMI

SOURCES AND USES OF FUNDS

SOURCES					
		Amount	Int Rate	Term	Debt Service
1st	FHA	\$ 14,046,033	6%	40 years	(\$933,520.93)
2nd	PB County	\$ 3,147,739	0%	40 years	(Based on Cash Flow)
n/a	cash	\$ 3,063,018	n/a	n/a	n/a
n/a	resid. Land value	\$ 1,000,000	n/a	n/a	n/a
Total		\$ 21,256,790			(\$933,520.93)

USES	
Item	
Construction/Commercial	\$1,430,943.20
Construction/Housing	\$16,455,846.80
A/E	\$600,000.00
Acquisition	\$555,000.00
Residual Land Value	\$1,000,000.00
Fees	\$75,000.00
Capitalized Interest	\$300,000.00
Soft Costs	\$440,000.00
Contingency	\$400,000.00
Total	\$21,256,790.00

* Preferred method of disbursement is a specified draw schedule based on a percentage of project completion.

Danza of Westgate, LLC
11259 Edgewater Circle
Wellington, FL 33414

February 15, 2024

Elizee Michel, Executive Director
Westgate CRA
1280 N. Congress Avenue., Suite 215
West Palm Beach, FL 33409

Re: Westgate Terrace

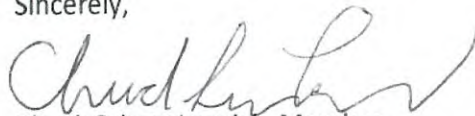
Dear Elizee:

Thank you for recommending another six-month extension for Danza of Westgate to acquire the land from the Westgate CRA to build the Westgate Terrace Housing and Commercial project. We are glad that it was approved unanimously by the board. As we have discussed we need a letter of intent from the Westgate CRA to move forward with our financing and application process. The letter is not binding, and the terms could change with time, but it does reflect our mutual consensus of what we have been discussing.

We are currently proposing a building which will be made up of forty-four (44) residential Units, one (1) medical office of 4,015 square feet and one (1) government office of 4,000 square feet. The Westgate CRA would occupy that office with an anticipated starting rent of \$6,000 per month. It is anticipated that the lease would last 10 years with a ten-year option to renew with an escalation clause of 2.5% annually.

Please counter-sign this letter agreement to indicate your agreement with the terms. We look forward to continuing to work with you.

Sincerely,


Chuck Schorr Lesnick, Member


Elizee Michel, Executive Director

Westgate Terrace Project Time-line (Building Construction & Lease)

Building Construction:

- ❖ Building Construction: Estimated time to Complete is estimated to be 18 Months.
- ❖ Commencement of Site Work to Construction to begin in December 2024
- ❖ Estimated completion of construction to be June 2026.

Note:

Upon Section of Contractor. The Contractor will provide a detailed Project Construction Schedule.

Lease-Out:

Commercial:

As discussed in the Project Description provided as part of the RFP, all Commercial Tenant space for the 1st floor of the Mixed-Use project have already been pre-Leased.

Lease #1 – Westgate CRA to Occupy +/- \$5,000 SF of Commercial Space. (Letter of Intent to Lease has been provided in Attachment #9 of the RFP Package).

Lease #2 – Medical Office Use to Occupy +/- \$5,000 SF of Commercial Space.

Residential:

Anticipate pre-leasing opportunities in May 2026

Anticipate Full lease out expected to be 60day from issuance of the Certificate of Occupancy.

Westgate Terrace

Palm Beach County Entitlement Project Timeline:

Entitlement Submittal Breakdown		
1	ERM Pre-Application Site Visit - Complete	2-09-22
2	WUD Service Availability Letter - Complete	2-22-22
3	Completion of Preliminary Site plan (7 th revision) - Complete	3-20-22
4	Subdivision Variance Submittal - Complete	5-18-22
5	WCRA Project Submittal - Complete	6-1-22
6	WCRA Project Re-Submittal - Complete	8-30-22
7	Formal Zoning Submittal - Complete	9-21-22
8	Subdivision Variance Certification - Complete	1-5-23
9	Subdivision Variance Certification - Complete	2-5-23
10	Subdivision Variance Approved at the Palm Beach County Zoning Commission - Complete	2-12-23
11	Zoning Application re-submitted - Complete	2-21-23
12	Zoning Application Re-submitted - Complete	3-27-23
13	Zoning Application Re-submitted - Complete	

14	Zoning Application Re-submitted - Complete	5-22-23
15	Zoning Application Re-submitted - Complete	6-26-23
16	Zoning Application Re-submitted - Complete	10-23-23
17	Zoning Application Re-submitted - Complete	11-27-23
18	Zoning Application Re-submitted - Complete	12-27-23
19	Zoning Application Re-submitted – Complete	2-12-24
20	Zoning Application Re-submitted – Complete	2-27-24
21	Zoning Application Re-submitted - Complete	3-5-24
22	Anticipate Zoning Approval	April 2024
23	Anticipate Building Permit Submittal	June 2024
24	Anticipate Plat Submittal	Complete
25	Anticipate Platting Technical Compliance approval and Recordation	April 2024

26	Anticipate Water Utilities Application Submittal	June 2024
27	Anticipate Drainage Review Submittal w/ Land Development	June 2024
28	Anticipate Row Permit Submittal	June 2024
29	Anticipate Building Permit Approval	November 2024
30	Anticipated Land Development – Drainage Review Approval	November 2024
31	Anticipated Right-of-Way Permit Review Approval	November 2024
32	Water Utilities (Water & Sewer) Approval	January 2025

Note:

- ❖ **Once the permit is nearing approval, the Contractor of record can apply for a Tree removal, land clearing and grading activities.**

Pzb Information

Disclaimer: Please note that information below is currently in ePZB electronic database as of January 2004. Please verify information prior to this date with the applicable Division.

Planning Approved Information

No electronic information available. Contact the **Unincorporated** Planning Division.

Zoning Approvals**Application No:**

PA-2010-3016

Request:

Formal Pre-Application to discuss application and process required

Decision:

Complete

Applicant Name:

BelvedereWestgate

Applicant Company Name:**Applicant Address:**

100 Australian Ave West Palm Beach

Agent Name:

Thuy Shutt

Agent Company Name:

WCRA

Agent Address:

100 Australian Ave West Palm Beach

Application No:

PCN-2012-1043

Request:

Pre-sub w Pastor Walker - Place of worship less than 3000 sf

Decision:

Complete

Application No:

PCN-2007-1382

Request:

Meeting to discuss rezoning to have a daycare center - Conditional Use.

Decision:

Complete

Application No:

PCN-2008-141

Request:

meeting to discuss doing a youth center. Assembly Non-Profit Institutional. Computers, dance, teen center, educational activities primarily after school, non school days, summer and some weekends. Plan being drawn. Since lot is less than 2 acres CB in overlay. Told need WCRA letter and consent to file. Existing structure to be used.

Decision:

Complete

Application No:

PCN-2010-1812

Request:

Pre-submittal meeting to discuss DRO Approval for Child Care and After School Center.

Decision:

Complete

Application No:

PCN-2010-1824

Request:

Ms. Walker has an appt with a CDR project manager tomorrow, to talk about a Conditional Use application for that property.

Decision:

Complete

Application No:

EAC/ABN-2013-156

Request:

to abandon the Conditional Overlay Zone (COZ) granted under Resolution R-1995-427.

Decision:

Approved

Resolution:R-2013-800**Applicant Name:****Applicant Company Name:**

Board of County Commissioners

Applicant Address:

301 N Olive Ave West Palm Beach

Agent Name:

Autumn Sorrow

Agent Company Name:

Palm Beach County

Agent Address:

2300 N Jog Rd West Palm Beach

Application No:

EAC/ABN-2013-156

Request:

to delete Conditions of Approval (General, Site Plan approval; Use Limitations; Compliance and Engineering)

Decision:

Adopted

Resolution:

R-2013-499

Applicant Name:

Applicant Company Name:

Board of County Commissioners

Applicant Address:

301 N Olive Ave West Palm Beach

Agent Name:

Autumn Sorrow

Agent Company Name:

Palm Beach County

Agent Address:

2300 N Jog Rd West Palm Beach

Application No:

PCN-2013-267

Request:

Westgate Rezoning

Decision:

Complete

Application No:

PCN-2013-1298

Request:

Pastor Walker met with staff to discuss tutor services. Staff determined that DO is required, can not place as Assembly, revitalization as located on commercial arterial, not local residential street.

Decision:

Complete

Application No:

PCN-2017-790

Request:

Day care general to use for child care facility.

Decision:

Complete

Application No:

PCN-2021-2076

Request:

PAA to discuss Combination of Various lots with varying Zoning Designations into one Lot. Discuss: Rezoning, possible ABNs, Development Review (DRO) Site Plan process, and concurrent review for: DRO, Plat & Building Permit

Decision:

Complete

Applicant Name:**Applicant Company Name:****Applicant Address:****Agent Name:**

Aaron Taylor

Agent Company Name:

Arc Development Global, LLC

Agent Address:

4316 Emerald Nu Vis Lake Worth

Application No:

PCN-2022-753

Request:

Mixed - Use +15,000 Commercial w/ 38 Multi-Family Residential

Decision:

Complete

Applicant Name:**Applicant Company Name:****Applicant Address:****Agent Name:**

Aaron Taylor

Agent Company Name:

Arch Developmet Global

Agent Address:

Building Approvals

For electronic information, see **[Building >> Permits & Inspections](#)**

Land Use Summary

Airport 20,000 ft Buffer: PALM BEACH INTERNATIONAL AIRPORT

Airport Bldg Height Restrict: BUILDING-HEIGHTS-RESTRICT

Airport Five Mile Buffer:

Airport Noise Contour Zones:

Airport Runway Protection Zone:

CCRT Areas: WESTGATE

Coastal Const Control Line:

Commissioner Districts: 7

Community Association:

Current Tier: URBAN/SUBURBAN

ERM Wellfield Protection:

Existing Land Use: vac

FEMA Flood Zones: X

Future Annexation Area:

Future Land Use: CH/8

Municipalities within 1 Mile: West Palm Beach

Municipalities within 5 Miles: 50

Neighborhood Plan:

Overlay District: WCRAO

Planning Studies: URA

Traffic Analysis Zone: 912

Zoning: CG

Property Information

PCN: 00434330030340010

Municipality: Unincorporated

Situs Address: 2636 Westgate Ave West Palm Beach 33409

Legal Description: WEST GATE ESTS NORTHERN SEC LTS 1 TO 6 INC
BLK 34

Owner Information

Name: Westgate Belvedere Homes Cra

Mailing Address: 1280 N Congress Ave Ste 215 West Palm Beach 33409

Pzb Information

Disclaimer: Please note that information below is currently in ePZB electronic database as of January 2004. Please verify information prior to this date with the applicable Division.

Planning Approved Information

No electronic information available. Contact the **Unincorporated** Planning Division.

Zoning Approvals**Application No:**

EAC/ABN-2013-156

Request:

to abandon the Conditional Overlay Zone (COZ) granted under Resolution R-1995-427.

Decision:

Approved

Resolution:

R-2013-800

Applicant Name:**Applicant Company Name:**

Board of County Commissioners

Applicant Address:

301 N Olive Ave West Palm Beach

Agent Name:

Autumn Sorrow

Agent Company Name:

Palm Beach County

Agent Address:

2300 N Jog Rd West Palm Beach

Application No:

EAC/ABN-2013-156

Request:

to delete Conditions of Approval (General, Site Plan approval; Use Limitations; Compliance and Engineering)

Decision:

Adopted

Resolution:

R-2013-499

Applicant Name:

Applicant Company Name:

Board of County Commissioners

Applicant Address:

301 N Olive Ave West Palm Beach

Agent Name:

Autumn Sorrow

Agent Company Name:

Palm Beach County

Agent Address:

2300 N Jog Rd West Palm Beach

Application No:

PCN-2013-267

Request:

Westgate Rezoning

Decision:

Complete

Application No:

PCN-2021-2076

Request:

PAA to discuss Combination of Various lots with varying Zoning Designations into one Lot. Discuss: Rezoning, possible ABNs, Development Review (DRO) Site Plan process, and concurrent review for: DRO, Plat & Building Permit

Decision:

Complete

Applicant Name:**Applicant Company Name:****Applicant Address:****Agent Name:**

Aaron Taylor

Agent Company Name:

Arc Development Global, LLC

Agent Address:

4316 Emerald Nu Vis Lake Worth

Application No:

PCN-2022-753

Request:

Mixed - Use +15,000 Commercial w/ 38 Multi-Family Residential

Decision:

Complete

Applicant Name:

Applicant Company Name:

Applicant Address:

Agent Name:

Aaron Taylor

Agent Company Name:

Arch Developmet Global

Agent Address:

Building Approvals

For electronic information, see **Building >> Permits & Inspections**

Land Use Summary

Airport 20,000 ft Buffer: PALM BEACH INTERNATIONAL AIRPORT

Airport Bldg Height Restrict: BUILDING-HEIGHTS-RESTRICT

Airport Five Mile Buffer:

Airport Noise Contour Zones:

Airport Runway Protection Zone:

CCRT Areas: WESTGATE

Coastal Const Control Line:

Commissioner Districts: 7

Community Association:

Current Tier: URBAN/SUBURBAN

ERM Wellfield Protection:

Existing Land Use: vac

FEMA Flood Zones: X

Future Annexation Area:

Future Land Use: CH/8

Municipalities within 1 Mile: West Palm Beach

Municipalities within 5 Miles: 50

Neighborhood Plan:

Overlay District: WCRAO

Planning Studies: URA

Traffic Analysis Zone: 912

Zoning: CG

Property Information

PCN: 00434330030340070

Municipality: Unincorporated

Situs Address: 2634 Westgate Ave West Palm Beach 33409

Legal Description: WEST GATE ESTS NORTHERN SEC LTS 7 TO 10 INC
BLK 34

Owner Information

Name: Danza Of Westgate Llc

Mailing Address: 11259 Edgewater Cir Wellington 33414



Parcels Info

X

Distance: 0 ft / 0 miles

PCN: 00434330030340010

Owner: WESTGATE BELVEDERE HOMES CRA

Location: 2636 WESTGATE AVE

Mailing: 1280 N CONGRESS AVE STE 215

City: WEST PALM BEACH

State: FL

Zipcode: 33409

Last Sale: 02-AUG-05

Sale Price: 337000

Land Sqft: 17685.36

Acres: .41

[Property Details](#)

[ezInfo Details](#)

Lat/Lon: 26.70281, -80.09505

Click Links below for more Info

[Aerials2022](#)

[Roads](#)





Parcels Info

X

Distance: 0 ft / 0 miles
 PCN: 00434330030340070
 Owner: DANZA OF WESTGATE LLC
 Location: 2634 WESTGATE AVE
 Mailing: 11259 EDGEWATER CIR
 City: WELLINGTON
 State: FL
 Zipcode: 33414
 Last Sale: 06-JAN-22
 Sale Price: 300000
 Land Sqft: 11499.84
 Acres: .26

[Property Details](#) [ezInfo Details](#)

Lat/Lon: 26.70276, -80.09460

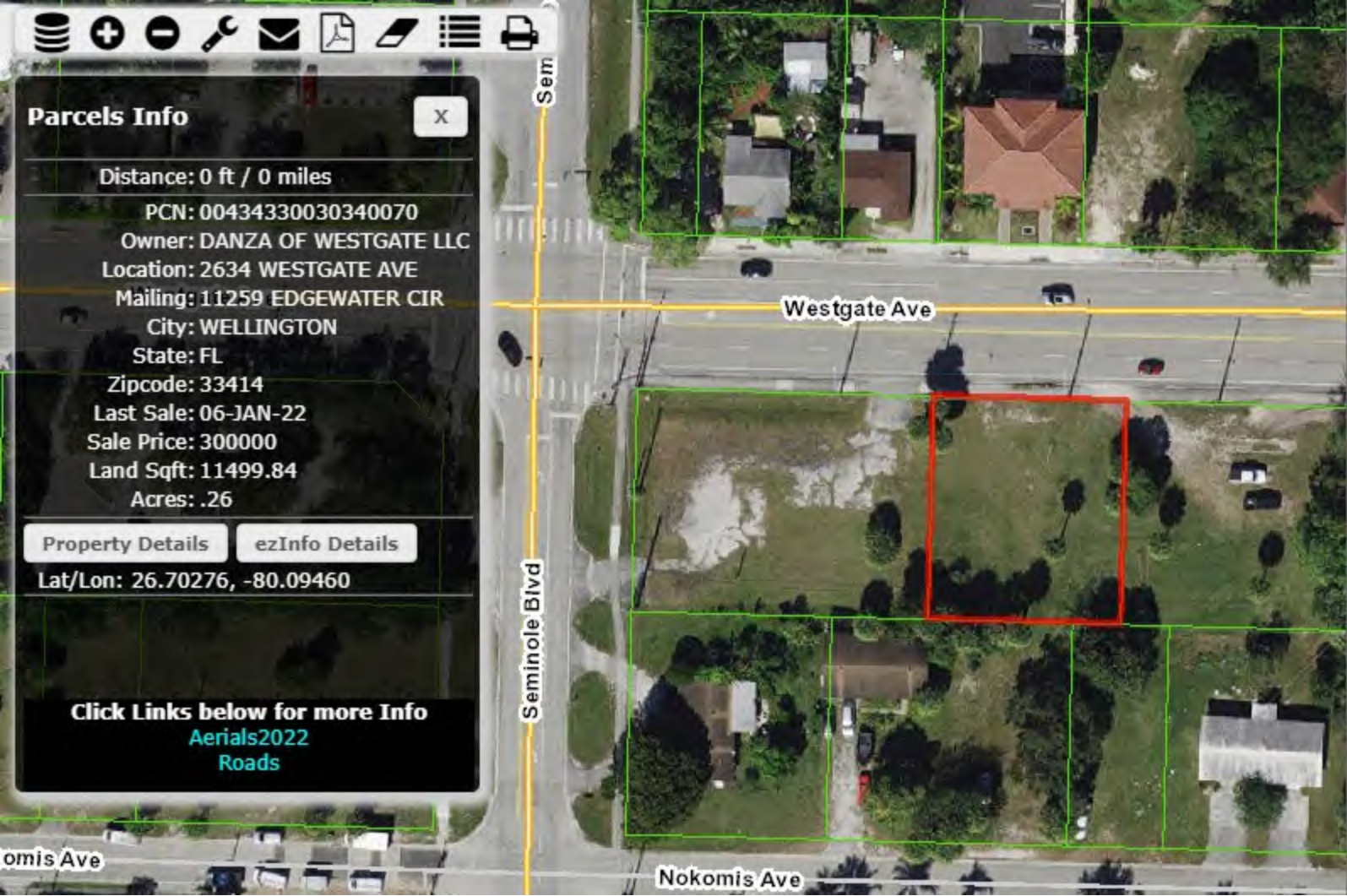
Click Links below for more Info
[Aerials2022](#)
[Roads](#)

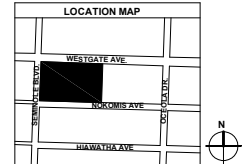
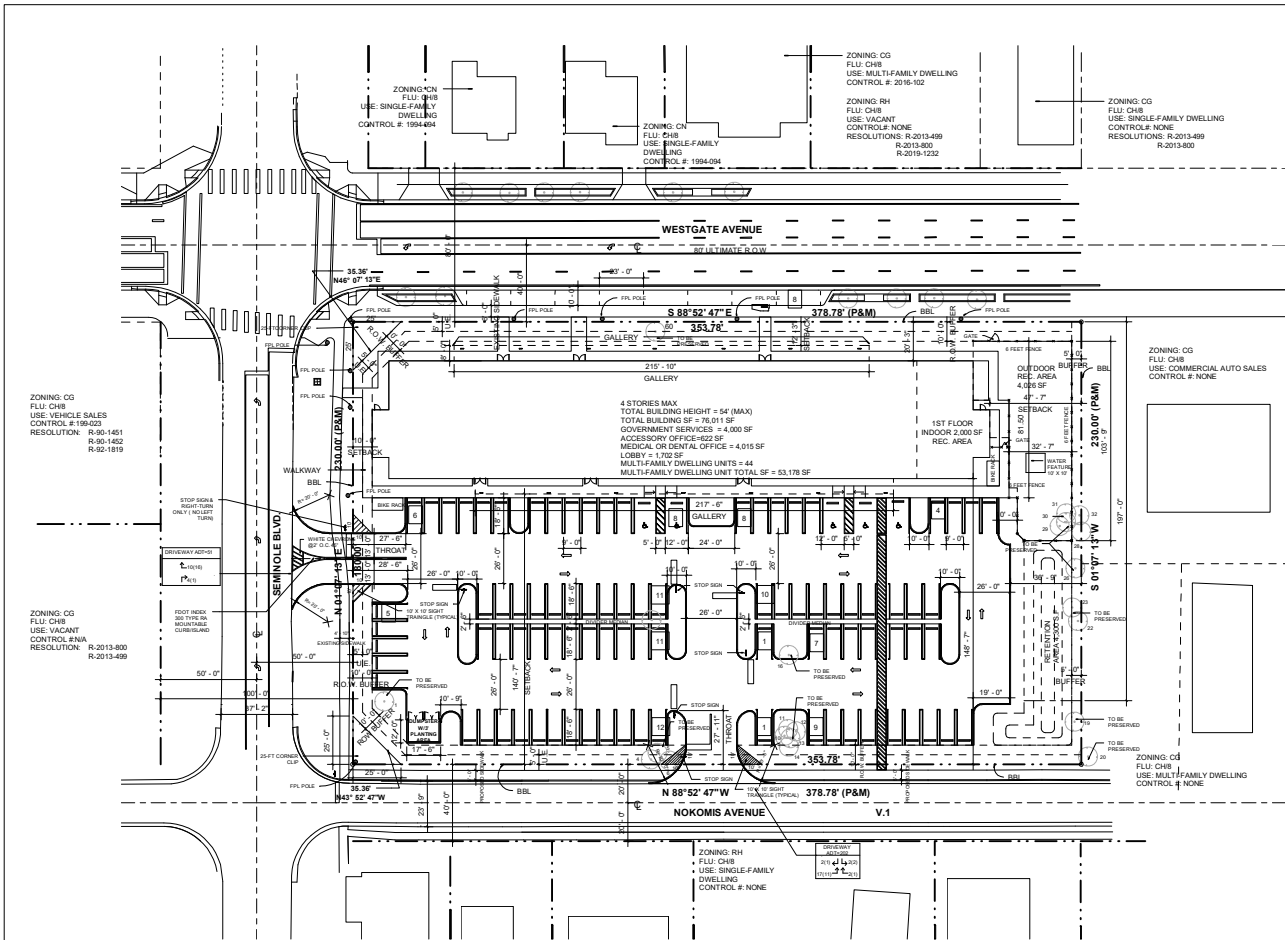
Seminole Blvd

Westgate Ave

Nokomis Ave

Nokomis Ave





ARC DEVELOPMENT GLOBAL LLC
 AARON M. TAYLOR
 PLANNING CONSULTANT
 200 DR MARTIN LUTHER KING JR BLVD
 BELLE GLADE, FL 33420
 561-629-2739
 aaron@arcdevelopmentglobal.com
 WWW.ARCDEVELOPMENTGLOBAL.COM

SITE TABULAR DATA	
APPLICATION NAME	WESTGATE TERRACE
CONTROL NUMBER	1994-094
APPLICATION NUMBER	D2019-0222-01521
TIER	US
EXISTING FUTURE LAND USE DESIGNATION	CHB
EXISTING ZONING DISTRICT	CG
OVERLAY	WCRAO
WCRAO SUB-AREA	NC
SECTION, TOWNSHIP, RANGE	30, 43, 43
PROPERTY CONTROL NUMBERS	0043430003040010 0043430003040020 0043430003040110 0043430003040110 0043430003040300 0043430003040400 0043430003040400
EXISTING USE	VACANT
PROPOSED USE	MIXED USE (OFFICES & RESIDENTIAL)
TOTAL GROSS SITE AREA	2ac
TOTAL NET SITE AREA	2ac
TOTAL NUMBER OF DWELING UNITS	44 DU
2 BD UNITS	24 DU
3 BD UNITS	20 DU
TOTAL UNITS FROM WCRA BONUS POOL	28
REQUIRED PROVIDED WHP (20% PER WCRA*)	9
*WHP ONLY SUBJECT TO WCRA PER ART. 3.B.14.H AND ART. 5G.1A.24.1(b)	
WHP UNITS PER INCOME CATEGORY	9 (4 LOW, 5 MOD)
TOTAL GROSS FLOOR AREA	19,022 SF
TOTAL BUILDING SF	78,011 SF
RESIDENTIAL	53,178 SF
GOVERNMENT SERVICES + MEDICAL & DENTAL OFFICE + LOBBY	10,339 SF
TOTAL FLOOR AREA RATIO (FAR)	14% (NON RES.)
TOTAL BUILDING COVERAGE	22%
PERVIOUS	28%
BUILDING HEIGHT	54'
NUMBER OF STORIES	4
TOTAL OPEN SPACE REQUIRED	4,369 SF MIN.
WCRAO % OF SF AC	4,356 SF (9% x 87,120 SF)
TOTAL OPEN SPACE PROPOSED	21,361 SF
PARKING REQUIRED (ART. 6.B.1.B)	119
MULTIFAMILY RESIDENTIAL (2 & 3 BED)	88 SPACES
GOVERNMENT SERVICES (1500) - 4,000 SF	8 SPACES
ACCESSORY OFFICE (1200) - 622 SF	3 SPACES
MEDICAL OR DENTAL OFFICE (1200) - 4,015 SF	20 SPACES
PARKING PROVIDED	101 (81)
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

No.	REVISIONS	DATE
1	REVISED	06-20-2023
2	REVISED	11-21-2023
3	REVISED	12-22-2023
4	REVISED	02-12-2024
5	REVISED	02-28-2024

REVIEW SET
 NOT FOR CONSTRUCTION
 THIS DRAWING IS NOT FOR CONSTRUCTION.
 IT HAS BEEN ISSUED FOR PRELIMINARY REVIEW ONLY.

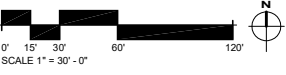
WESTGATE TERRACE
 2636 WESTGATE AVE
 WEST PALM BEACH, FL

* 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 ILLDC 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 ON-SITE 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	
GOVERNMENT SERVICES	4,800 SF
ACCESSORY OFFICE	622 SF
MEDICAL OR DENTAL OFFICE	4,015 SF
MULTI-FAMILY	44 DU

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	10'	10'	15'	25'
PROP.	87,120 SF	378'	378'	230'	0.14	44 DU	12'-3"	10'-0"	47'-7"	140'-7"

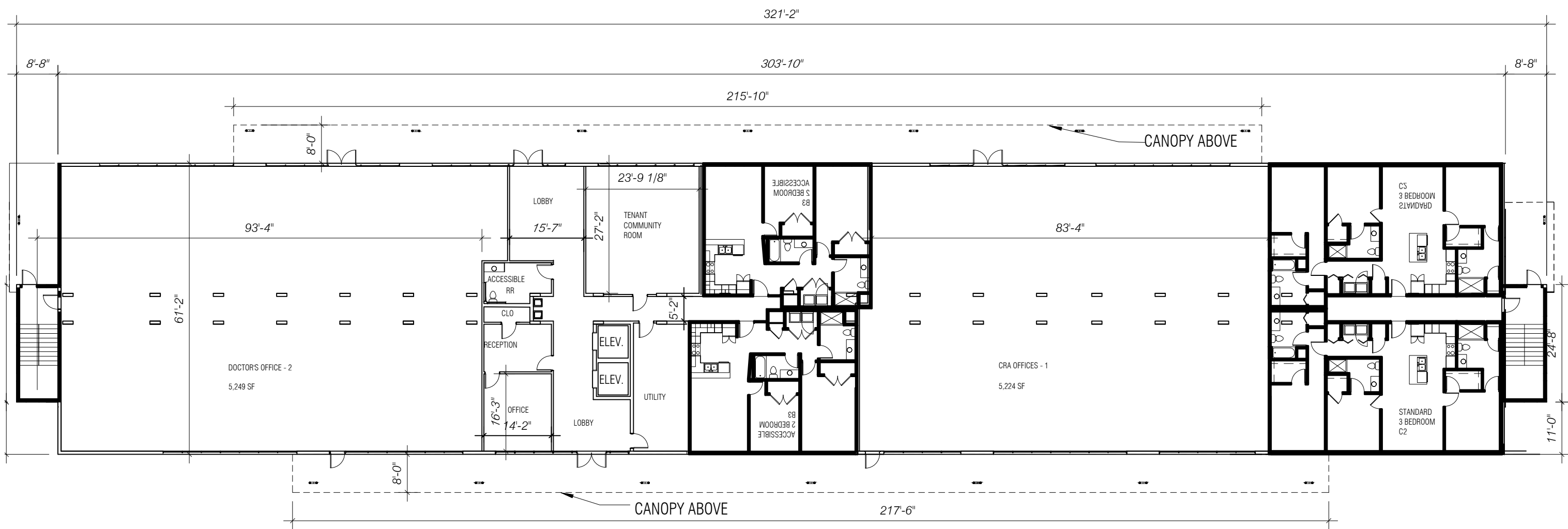
SUBDIVISION VARIANCE CHART (SV-2022-0847)					
SDV#	ULDC CODE SECTION	REQUIRED	PROPOSED	VARIANCE	APPROVAL DATE
SDV1	11E.2.A.2	80-FT LOCAL COMMERCIAL ROW	45-FT ROW WITH SIDEWALK ALONG THE NORTH PORTION OF NOKOMIS AVE.	40-FT	02-02-2023



TYPE I WAIVER CHART					
WF#	CODE SECTION	REQUIRED	PROVIDED	WAIVER	APPROVAL DATE
W1	ULDC ART. 6.B.1.B MIN. PARKING & LOADING REQUIREMENTS	119 PARKING SPACES	101 PARKING SPACES	18 PARKING SPACES	

AMENDMENT STAMP	ZONING STAMP

SITE PLAN	
Client Name	WESTGATE TERRACE
Project number	22413
Date	09-01-2022
Project Manager	AT
Drawn By	AB
FSP	
Scale	As Indicated

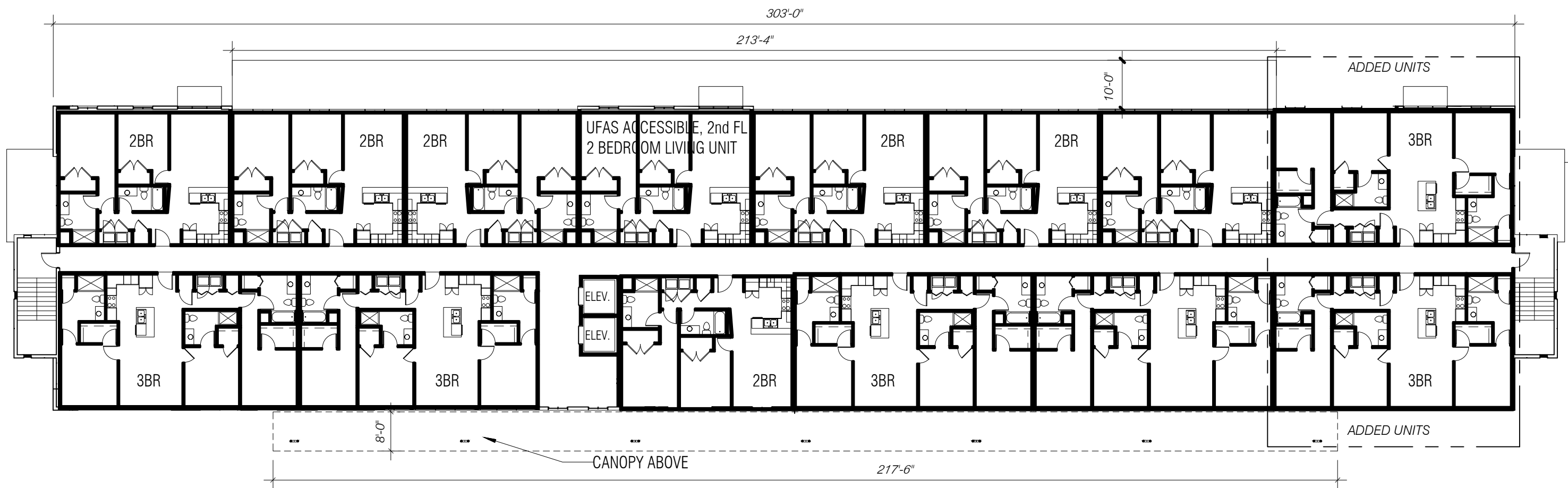


First Floor Plan

Scale: 1' = 20'



! measurements are subject to change. Not for construction.



Second, Third & Fourth Floor Plans with 6 Added Living Units

Scale: 1" = 20'-0"



All measurements are subject to change. Not for construction.

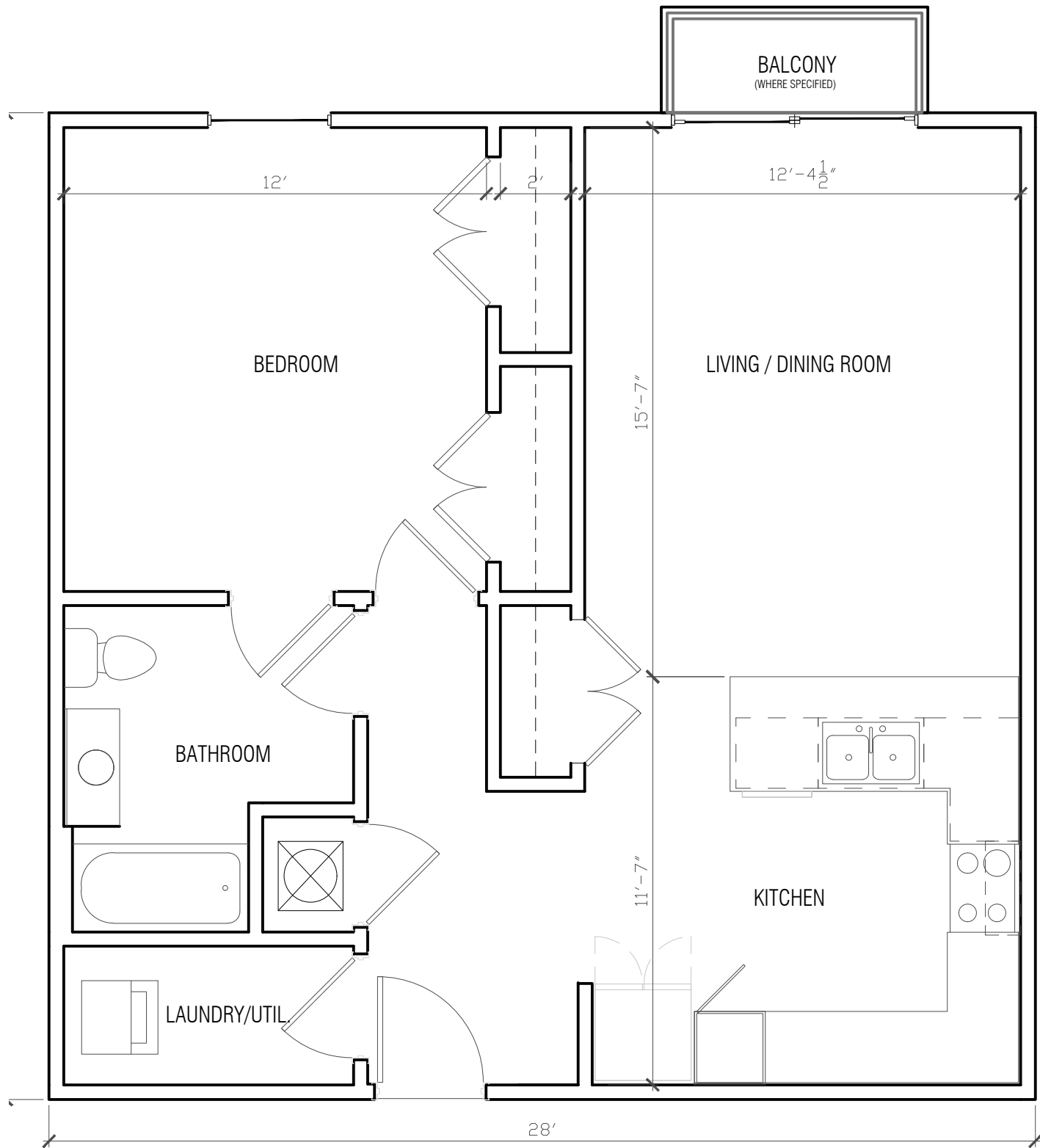
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June 8, 2022

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Winter Park, FL 32789
t 407.674.1959

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w www.zyscovich.com



Unit Type A1, 1 Bedroom

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

Measurements are subject to change. Not for construction.

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September 21, 2022



Unit Type B1, 2 Bedroom

Scale: $\frac{1}{4}" = 1'-0"$

Measurements are subject to change. Not for construction.

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Unit Type B2, 2 Bedroom-Accessible

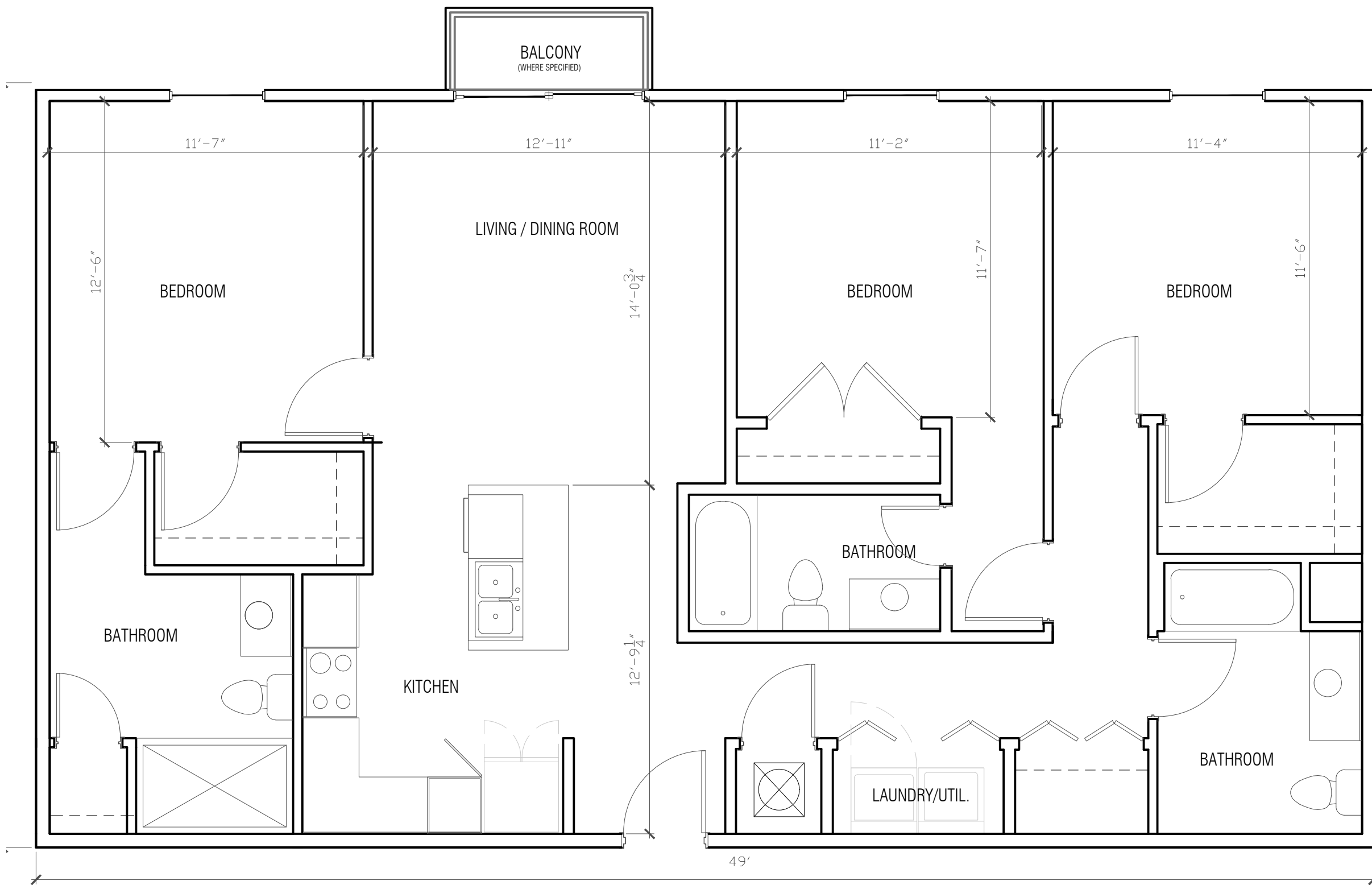
Scale: 1/4" = 1'-0"

Measurements are subject to change. Not for construction.

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September 21, 2022



Unit Type C1, 3 Bedroom-Standard

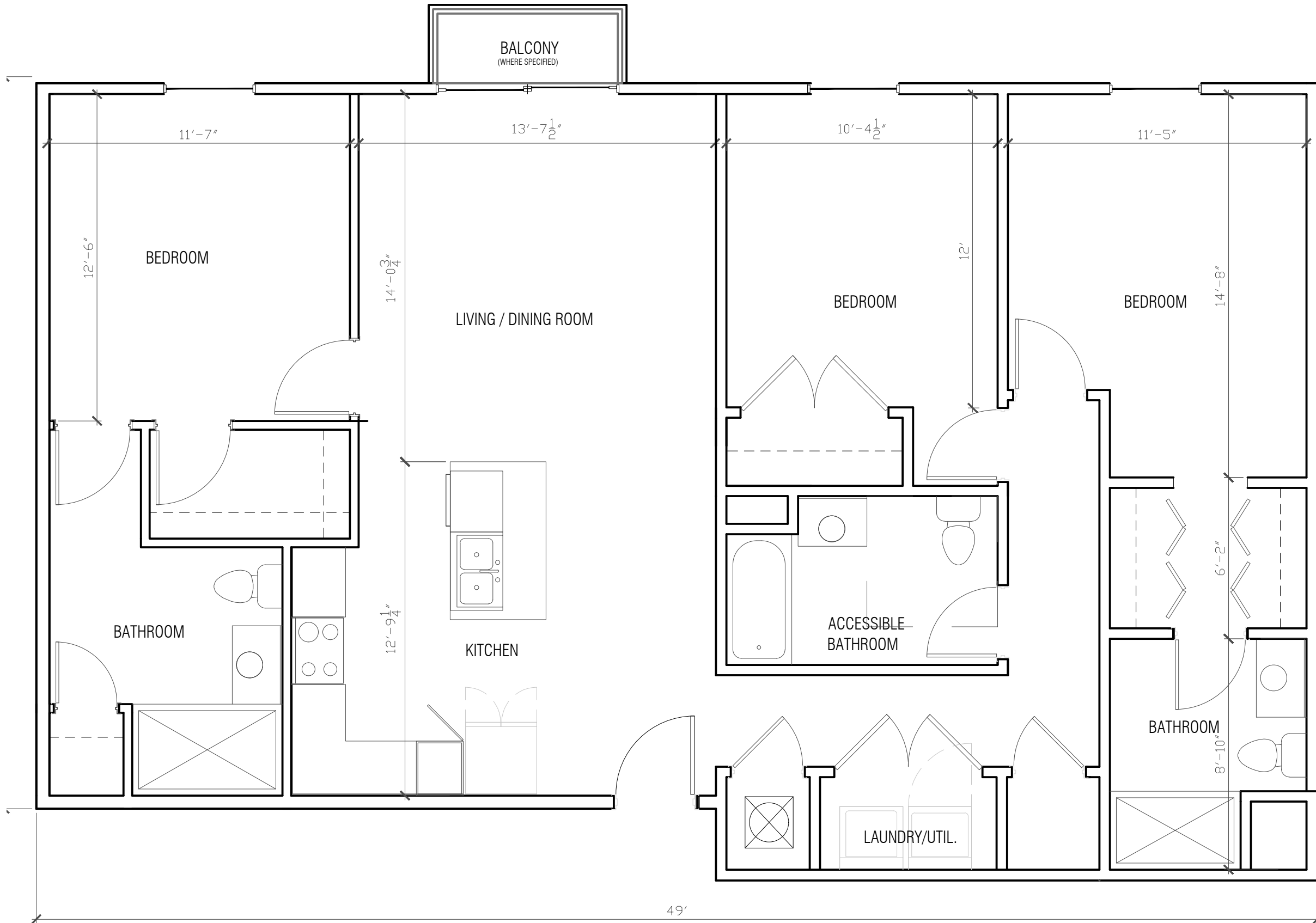
Scale: $\frac{1}{4}" = 1'-0"$

! measurements are subject to change. Not for construction.

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September 21, 2022



Unit Type C2, 3 Bedroom-First Floor

Scale: ¼" = 1'-0"

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September 21, 2022

WESTGATE

Table 4.A.1- Non-Residential Design Elements

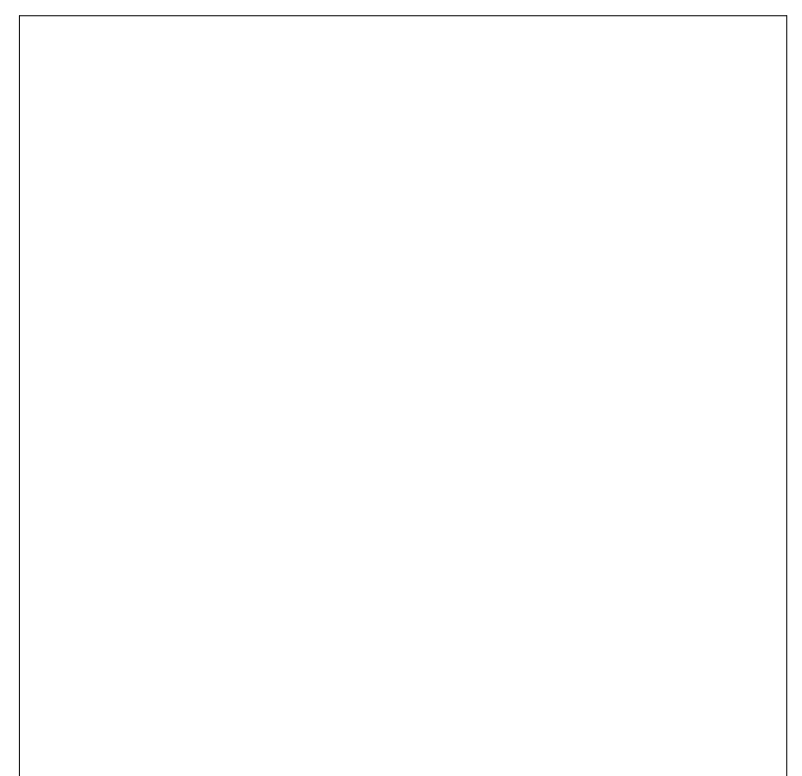
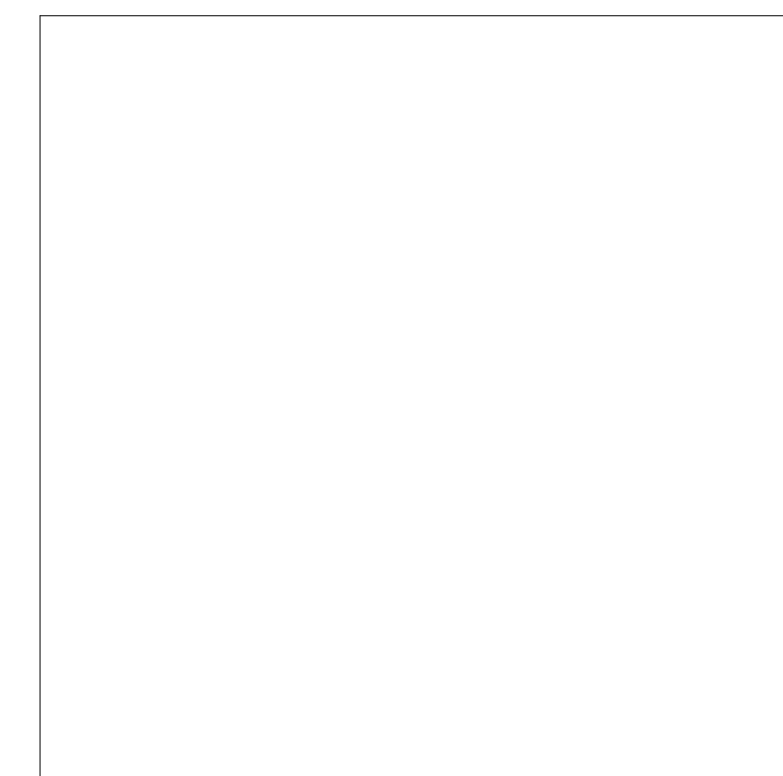
ULDC Reference	ID1	ID2 Requirement Selection	North-Street Side		South-Parking Side		East-End		West-End	
Primary Roofline pursuant to Table 5.C.1.H - Primary Roof Design Element			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One required element per facade: Or any combination of A,B,C	1	A. Articulated parapet walls, 30% of roof line with 100 max spacing between articulation	4-Parapet articulations in 300'. Average spacing 35'. Exceeds 30% of roof line	Complies	4-Parapet articulations in 300'. Average spacing 35'. Exceeds 30% of roof line	Complies	Stair mass forms an articulated 25' parapet in a 61' elevation. Stair element exceeds 30% of roof line	Complies	Stair mass forms an articulated 25' parapet in a 61' elevation. Stair element exceeds 30% of roof line	Complies
		B. Pitched roof with min. 12" overhanging eaves	X	X	X	X	X	X	X	X
		C. Two or more plane breaks/dopes per facade	X	X	X	X	X	X	X	X
Secondary Roofline pursuant to Table 5.C.1.H - Secondary Roof Design Element			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One required element per facade	2	A. Decorative roof details (i.e. cupolas, domers, exposed rafter tails, balconies, etc.)	X	X	X	X	X	X	X	X
		B. Cornices with decorative moldings	Contemporary Decorative cornice molding where shown	Complies	Contemporary Decorative cornice molding where shown	Complies	Contemporary Decorative cornice molding where shown	Complies	Contemporary Decorative cornice molding where shown	Complies
		C. Pediments, porticos, architectural features at entryways, or decorative towers	X	X			Stair entries feature entry canopy and decorative columns	Complies	Stair entries feature entry canopy and decorative columns	Complies
Façades - Recesses / Projections, Walls, and Storefronts pursuant to Art. 5.C.1.H.1.c.1.a)-c)			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One required element per facade	3	A. Recesses/Projections: façades > 50' shall provide recess/projection a min. of 20% of total length of facade, max. of 100' between recesses/projections, depth min. 12"	6-12" deep projections are provided for approximately 50% of the elevation at varying widths. End caps are also projecting	Complies	6-12" deep projections are provided for approximately 50% of the elevation at varying widths. End caps are also projecting	Complies	2-12" projections from main facade and 1-8" projection at the stair are provided. Maximum distance 25'	Complies	2-12" projections from main facade and 1-8" projection at the stair are provided. Maximum distance 25'	Complies
		B. Walls: No blank walls exceeding 10' wide x 20' long, patterns to be 10' on center	There are no blank walls. All walls are articulated with fenestration, material and color changes, balconies	Complies	There are no blank walls. All walls are articulated with fenestration, material and color changes, balconies	Complies	All walls are articulated using recesses, color and varying cornices	Complies	All walls are articulated using recesses, color and varying cornices	Complies
		C. Storefronts: Display windows along 20% of facade length	Storefront display windows cover 70% of the ground floor facade	Complies	Storefront display windows cover 50% of the ground floor facade	Complies	X	X	X	X
Exterior Treatment and Fenestration Details pursuant to Art. 5.C.1.H.1.c.2.a)-b)			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One additional element required	4	A. Exterior Treatment: 80% max. primary, 20% min. secondary treatments	Minimum of 2 materials required and provided	Complies	Minimum of 2 materials required and provided	Complies	Minimum of 2 materials required and provided	Complies	Minimum of 2 materials required and provided	Complies
		B. Fenestration Detail: Provide along min. 60% of facade length	Fenestration details not limited to storefront, windows, balconies, sliding glass doors and color variations are provided along greater than 70% of the facade	Complies	Fenestration details not limited to storefront, windows, balconies, sliding glass doors and color variations are provided along greater than 70% of the facade	Complies	X	X	X	X
Entries Pursuant to Table 5.C.1.H			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One additional element required	5	A. Canopies, porte-cochere or porticos	X	X	X	X	Canopy provided at Building entry	Complies	Canopy provided at Building entry	Complies
		B. Wall recess, or projection (min. 12" depth)	X	X	X	X	X	X	X	X
		C. Covered arcades (min. 8' clearwidth)	Covered arcade, 8' or greater in depth provided for greater than 50% of the length of the facade	Complies	Covered arcade, 8' or greater in depth provided for greater than 50% of the length of the facade	Complies	X	X	X	X
		D. Peaked roof forms	X	X	X	X	X	X	X	X
		E. Arches, columns, pilasters	Decorative columns are used along the length of the arcade.	Complies	Decorative columns are used along the length of the arcade.	Complies	Decorative columns are used at entry porch canopies	Complies	Decorative columns are used at entry porch canopies	Complies
Entries Pursuant to Table 5.C.1.H			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One design element is required per facade	6	A. Overhangs, cornices, and eaves	X	X	X	X	X	X	X	X
		B. Decorative moldings or trims around windows and doors	X	X	X	X	X	X	X	X
		C. Covered public outdoor patio/plaza incorporated w/entry area	X	X	X	X	Covered Patio under canopies at side entries	Complies	Covered Patio under canopies at side entries	Complies
		D. Special pavers, bricks, decorative concrete or other similar pavement treatment	X	X	X	X	X	X	X	X
		E. Architectural detailing (i.e. tile work, moldings)	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies
Chapter C, Design Standards			Article 5, 2. Multifamily Design Elements, b. Balconies & Patios Individual Balconies and/or Patios are provided for a minimum of 20% of the total number of Units within each building.							

- Table 5.C.1.H - Primary Roof Element:
 - Articulated parapet 122' of 270' = 45% Articulated
 - Table 5.C.1.H - Secondary Roof Element:
 - Cornice with decorative moulding
 - Facade Required Design Elements:
 - Recessed projections of 12", minimum 20% - 12" projection provided
 - No blank walls
 - Storefronts: 20' min required, provided 160' of 270' = 60%
 - C-2 Additional Design Requirements:
 - Exterior treatment, min. 2 materials required
 - 3 provided: Painted stucco and cementitious siding and ceramic tile
 - Table 5.C.1.H - Entries:
 - Canopy
 - Wall recess 12"
 - Covered arcade, 10' clear
 - Table C.1.H - Secondary Decorative Treatment:
 - Architectural Colored Stucco Panels
- (See Table 4.a.1-Non-Residential Design Elements for further description)



AMENDMENTS

ZONING APPROVAL



PRELIMINARY ARCHITECTURAL ELEVATION-NORTH-WESTGATE AVE

PAE-1

All measurements are subject to change. Not for construction.

2221ORWM - WESTGATE

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Westgate Ave Elevation - 1/16" = 1'-0" 8/19/2022

Noted
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Winter Park, FL 32789
1-407-874-1958
info@zyscovich.com
www.zyscovich.com

WESTGATE

Table 4.A.1- Non-Residential Design Elements										
ULDC Reference	ID1	ID2 Requirement Selection	North-Street Side		South-Parking Side		East-End		West-End	
Primary Roofline pursuant to Table 5.C.1.H - Primary Roof Design Element										
One required element per façade: Or any combination of A,B,C	1	A. Articulated parapet walls, 30% of roof line with 100 max spacing between articulation	4-Parapet articulations in 300'. Average spacing 33'. Exceeds 30% of roof line	Complies	4-Parapet articulations in 300'. Average spacing 33'. Exceeds 30% of roof line	Complies	Stair mass forms an articulated 25' parapet in a 61' elevation. Stair element exceeds 30% of roof line	Complies	Stair mass forms an articulated 25' parapet in a 61' elevation. Stair element exceeds 30% of roof line	Complies
		B. Pitched roof with min. 12" overhanging eaves	X	X	X	X	X	X	X	X
		C. Two or more plane breaks/dopes per façade	X	X	X	X	X	X	X	X
Secondary Roofline pursuant to Table 5.C.1.h - Secondary Roof Design Element										
One required element per façade	2	A. Decorative roof details (i.e. cupolas, domers, exposed rafter tails, balconies, etc.)	X	X	X	X	X	X	X	X
		B. Cornices with decorative moldings	Contemporary Decorative cornice molding where shown	Complies	Contemporary Decorative cornice molding where shown	Complies	Contemporary Decorative cornice molding where shown	Complies	Contemporary Decorative cornice molding where shown	Complies
		C. Pediments, porticos, architectural features at entryways, or decorative towers	X	X			Stair entries feature entry canopy and decorative columns	Complies	Stair entries feature entry canopy and decorative columns	Complies
Façade - Recesses / Projections, Walls, and Storefronts pursuant to Art. 5.C.1.H.1.c.1.a)-c)										
One required element per façade	3	A. Recesses/Projections: façades > 50' shall provide recess/projection a min. of 20% of total length of façade, max. of 100' between recesses/projections, depth min. 12"	6-12" deep projections are provided for approximately 50% of the elevation at varying widths. End caps are also projecting	Complies	6-12" deep projections are provided for approximately 50% of the elevation at varying widths. End caps are also projecting	Complies	2-12" projections from main façade and 1-8" projection at the stair are provided. Maximum distance 25'	Complies	2-12" projections from main façade and 1-8" projection at the stair are provided. Maximum distance 25'	Complies
		B. Walls: No blank walls exceeding 10' wide x 20' long, patterns to be 10' on center	There are no blank walls. All walls are articulated with fenestration, material and color changes, balconies	Complies	There are no blank walls. All walls are articulated with fenestration, material and color changes, balconies	Complies	All walls are articulated using recesses, color and varying cornices	Complies	All walls are articulated using recesses, color and varying cornices	Complies
		C. Storefronts: Display windows along 20% of façade length	Storefront display windows cover 70% of the ground floor façade	Complies	Storefront display windows cover 50% of the ground floor façade	Complies	X	X	X	X
Exterior Treatment and Fenestration Details pursuant to Art. 5.C.1.H.1.c.2.a)-b)										
One additional element required	4	A. Exterior Treatment: 80% max. primary, 20% min. secondary treatments	Minimum of 2 materials required and provided	Complies	Minimum of 2 materials required and provided	Complies	Minimum of 2 materials required and provided	Complies	Minimum of 2 materials required and provided	Complies
		B. Fenestration Detail: Provide along min. 60% of façade length	Fenestration details not limited to storefront, windows, balconies, sliding glass doors and color variations are provided along greater than 70% of the façade	Complies	Fenestration details not limited to storefront, windows, balconies, sliding glass doors and color variations are provided along greater than 70% of the façade	Complies	X	X	X	X
Entries Pursuant to Table 5.C.1.H										
One additional element required	5	A. Canopies, porte-cochere or porticos	X	X	X	X	Canopy provided at Building entry	Complies	Canopy provided at Building entry	Complies
		B. Wall recess, or projection (min. 12" depth)	X	X	X	X	X	X	X	X
		C. Covered arcades (min. 8' clearwidth)	Covered arcade, 8' or greater in depth provided for greater than 50% of the length of the façade	Complies	Covered arcade, 8' or greater in depth provided for greater than 50% of the length of the façade	Complies		X	X	X
		D. Peaked roof forms	X	X	X	X	X	X	X	X
		E. Arches, columns, pilasters	Decorative columns are used along the length of the arcade.	Complies	Decorative columns are used along the length of the arcade.	Complies	Decorative columns are used at entry porch canopies	Complies	Decorative columns are used at entry porch canopies	Complies
Entries Pursuant to Table 5.C.1.H										
One design element is required per façade	6	A. Overhangs, cornices, and eaves	X	X	X	X	X	X	X	X
		B. Decorative moldings or trims around windows and doors	X	X	X	X	X	X	X	X
		C. Covered public outdoor patio/piazza incorporated w/entry area	X	X	X	X	Covered Patio under canopies at side entries	Complies	Covered Patio under canopies at side entries	Complies
		D. Special pavers, bricks, decorative concrete or other similar pavement treatment	X	X	X	X	X	X	X	X
		E. Architectural detailing (i.e. tile work, moldings)	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies
Chapter C, Design Standards										
Article 5, 2. Multifamily Design Elements, b. Balconies & Patios										
Individual Balconies and/or Patios are provided for a minimum of 20% of the total number of Units within each building										

- Table 5.C.1.H - Primary Roof Element:**
 - Articulated parapet 122 of 270 = 45% Articulated
 - Table 5.C.1.H - Secondary Roof Element:**
 - Cornice with decorative moulding
 - Facade Required Design Elements:**
 - Recessed projections of 12", minimum 20% - 12" projection provided
 - No blank walls
 - Storefronts 20 min required, provided 160 of 270 = 60%
 - C-2 Additional Design Requirements:**
 - Exterior treatment, min. 2 materials required.
 - 3 provided: Painted stucco and cementitious siding and ceramic tile
 - Table 5.C.1.H - Entries:**
 - Canopy
 - Wall recess 12"
 - Covered arcade, 10' clear
 - Table C.1.H - Secondary Decorative Treatment:**
 - Architectural Colored Stucco Panels
- (See Table 4.a.1-Non-Residential Design Elements for further description)



ZONING APPROVAL

AMENDMENTS

PRELIMINARY ARCHITECTURAL ELEVATION-SOUTH-PARKING

All measurements are subject to change. Not for construction.

2221ORWM - WESTGATE

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South Elevation - Facing 1/16" = 1'-0" 8/19/2022

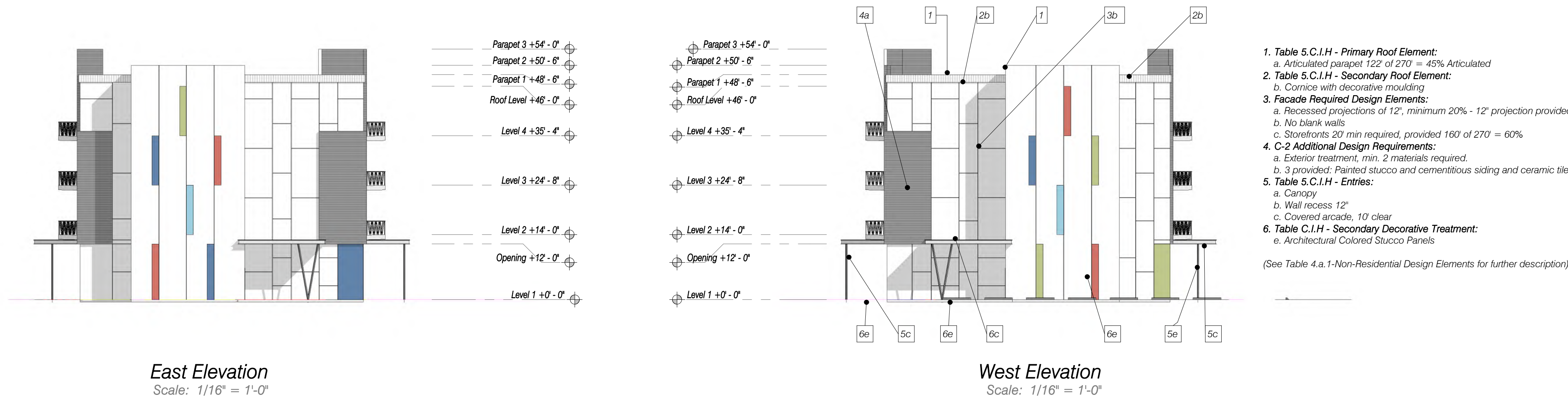
YZSCOVICH ARCHITECTS 250 S Park Ave., Suite 510 Winter Park, FL 32789 1.407.874.1958 info@yzscovich.com www.yzscovich.com

PAE-2

WESTGATE

Table 4.A.1- Non-Residential Design Elements										
ULDC Reference	ID1	ID2 Requirement Selection	North-Street Side		South-Parking Side		East-End		West-End	
Primary Roofline pursuant to Table 5.C.1.H - Primary Roof Design Element			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One required element per façade: Or any combination of A,B,C	1	A. Articulated parapet walls, 30% of roof line with 100 max spacing between articulation	4-Parapet articulations in 300'. Average spacing 35'. Exceeds 30% of roof line	Complies	4-Parapet articulations in 300'. Average spacing 35'. Exceeds 30% of roof line	Complies	Stair mass forms an articulated 25' parapet in a 61' elevation. Stair element exceeds 30% of roof line	Complies	Stair mass forms an articulated 25' parapet in a 61' elevation. Stair element exceeds 30% of roof line	Complies
		B. Pitched roof with min. 12" overhanging eaves	X	X	X	X	X	X	X	X
		C. Two or more plane breaks/slopes per façade	X	X	X	X	X	X	X	X
Secondary Roofline pursuant to Table 5.C.1.H - Secondary Roof Design Element			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One required element per façade	2	A. Decorative roof details (i.e. cupolas, domers, exposed rafter tails, balconies, etc.)	X	X	X	X	X	X	X	X
		B. Cornices with decorative moldings	Contemporary Decorative cornice molding where shown	Complies	Contemporary Decorative cornice molding where shown	Complies	Contemporary Decorative cornice molding where shown	Complies	Contemporary Decorative cornice molding where shown	Complies
		C. Pediments, porticos, architectural features at entryways, or decorative towers	X	X			Stair entries feature entry canopy and decorative columns	Complies	Stair entries feature entry canopy and decorative columns	Complies
Façade - Recesses/ Projections, Walls, and Storefronts pursuant to Art. 5.C.1.H.1.c.1.a)-c)			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One required element per façade	3	A. Recesses/Projections: façades > 50' shall provide recess/projection a min. of 20% of total length of façade, max. of 100' between recesses/projections, depth min. 12"	6-12" deep projections are provided for approximately 50% of the elevation at varying widths. End caps are also projecting	Complies	6-12" deep projections are provided for approximately 50% of the elevation at varying widths. End caps are also projecting	Complies	2-12" projections from main façade and 1-8" projection at the stair are provided. Maximum distance 25'	Complies	2-12" projections from main façade and 1-8" projection at the stair are provided. Maximum distance 25'	Complies
		B. Walls: No blank walls exceeding 10' wide x 20' long, patterns to be 10' on center	There are no blank walls. All walls are articulated with fenestration, material and color changes, balconies	Complies	There are no blank walls. All walls are articulated with fenestration, material and color changes, balconies	Complies	All walls are articulated using recesses, color and varying cornices	Complies	All walls are articulated using recesses, color and varying cornices	Complies
		C. Storefronts: Display windows along 20% of façade length	Storefront display windows cover 70% of the ground floor façade	Complies	Storefront display windows cover 50% of the ground floor façade	Complies	X	X	X	X
Exterior Treatment and Fenestration Details pursuant to Art. 5.C.1.H.1.c.2.a)-b)			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One additional element required	4	A. Exterior Treatment: 80% max. primary, 20% min. secondary treatments	Minimum of 2 materials required and provided	Complies	Minimum of 2 materials required and provided	Complies	Minimum of 2 materials required and provided	Complies	Minimum of 2 materials required and provided	Complies
		B. Fenestration Detail: Provide along min. 60% of façade length	Fenestration details not limited to storefront, windows, balconies, sliding glass doors and color variations are provided along greater than 70% of the façade	Complies	Fenestration details not limited to storefront, windows, balconies, sliding glass doors and color variations are provided along greater than 70% of the façade	Complies	X	X	X	X
Entries Pursuant to Table 5.C.1.H			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One additional element required	5	A. Canopies, porte-cochere or porticos	X	X	X	X	Canopy provided at Building entry	Complies	Canopy provided at Building entry	Complies
		B. Wall recess, or projection (min. 12" depth)	X	X	X	X	X	X	X	X
		C. Covered arcades (min. 8' clearwidth)	Covered arcade, 8' or greater in depth provided for greater than 50% of the length of the façade	Complies	Covered arcade, 8' or greater in depth provided for greater than 50% of the length of the façade	Complies		X	X	X
		D. Peaked roof forms	X	X	X	X	X	X	X	X
		E. Arches, columns, pilasters	Decorative columns are used along the length of the arcade.	Complies	Decorative columns are used along the length of the arcade.	Complies	Decorative columns are used at entry porch canopies	Complies	Decorative columns are used at entry porch canopies	Complies
Entries Pursuant to Table 5.C.1.H			Element	Compliance	Element	Compliance	Element	Compliance	Element	Compliance
One design element is required per façade	6	A. Overhangs, cornices, and eaves	X	X	X	X	X	X	X	X
		B. Decorative moldings or trims around windows and doors	X	X	X	X	X	X	X	X
		C. Covered public outdoor patio/piazza incorporated w/entry area	X	X	X	X	Covered Patio under canopies at side entries	Complies	Covered Patio under canopies at side entries	Complies
		D. Special pavers, bricks, decorative concrete or other similar pavement treatment	X	X	X	X	X	X	X	X
		E. Architectural detailing (i.e. tile work, moldings)	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies	Colored panel are strategically located along the first floor, between windows, above glass doors and as embellishment to the stair towers	Complies

Chapter C, Design Standards
 Article 5, 2. Multifamily Design Elements, b. Balconies & Patios:
 Individual Balconies and/or Patios are provided for a minimum of 20% of the total number of Units within each building



- Table 5.C.1.H - Primary Roof Element:
 - Articulated parapet 122 of 270 = 45% Articulated
 - Table 5.C.1.H - Secondary Roof Element:
 - Cornice with decorative moulding
 - Facade Required Design Elements:
 - Recessed projections of 12", minimum 20% - 12" projection provided
 - No blank walls
 - Storefronts 20 min required, provided 160 of 270 = 60%
 - C-2 Additional Design Requirements:
 - Exterior treatment, min. 2 materials required.
 - 3 provided - Painted stucco and cementitious siding and ceramic tile
 - Table 5.C.1.H - Entries:
 - Canopy
 - Wall recess 12"
 - Covered arcade, 10' clear
 - Table C.1.H - Secondary Decorative Treatment:
 - Architectural Colored Stucco Panels
- (See Table 4.a.1-Non-Residential Design Elements for further description)

ZONING AMENDMENTS

ZONING APPROVAL

PRELIMINARY ARCHITECTURAL ELEVATION-EAST & WEST

All measurements are subject to change. Not for construction.

2221ORWM - WESTGATE

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East & West Elevations

1/16" = 1'-0"

8/19/2022

ZYSKOVICH
ARCHITECTS

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1-407-874-1958

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www.zyscovich.com

PAE-3

WESTGATE APARTMENTS - Multifamily Residential									
PROJECT MATRIX									
Updated:		9/23/2022							
4 STORY BUILDING	SUMMARY								
	PARKING	Surface	See Civil	Structured	0	Parking Shown	See Civil		
	RECREATIONAL AREAS	Required	See Civil	Provided					
	UNIT MIX	Unit			% Units		No. Units		No. Beds
	A1-ONE BEDROOM - STANDARD	1-Bedroom			PROJECTED	ACHIEVED	PROJECTED	ACHIEVED	
	B1-TWO BEDROOM - STANDARD	2-Bedroom			7%	0%	3	0	1
	B2-TWO BEDROOM-ACCESSIBLE (FL-2)	2-Bedroom			45%	50%	20	23	2
	B3-TWO BEDROOM-ACCESSIBLE (FL-1)	2-Bedroom			5%	2%	2	1	2
	C1-THREE BEDROOM STANDARD	3-Bedroom			2%	4%	1	2	2
	COMMON AREAS-APARTMENTS				41%	43%	18	20	3
	CORRIDORS								
	LOBBY								
	TENANT COMMUNITY ROOM								
	OFFICE-RECEPTION								
	ELEVATORS								
	STAIRS								
	UTILITY								
	COMMERCIAL SPACE-1								
	COMMERCIAL SPACE-2								
	Total				100%	100%	44	46	
	Stories	4							

WESTGATE PROJECT MATRIX										8/9/2022
Unit Type	Unit Comment	GSF**	NSF*	Total GSF-LA	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4		Total No. Units
A1-ONE BEDROOM - STANDARD			0	0	0	0	0	0		0
B1-TWO BEDROOM - STANDARD		1,022	998	23,506	0	7	8	8		23
B2-TWO BEDROOM-ACCESSIBLE (FL-2)		1,125	1,075	1,125	0	1	0	0		1
B3-TWO BEDROOM-ACCESSIBLE (FL-1)		1,125	1,075	2,250	2	0	0	0		2
C1-THREE BEDROOM STANDARD		1,420	1,310	28,400	2	6	6	6		20
LIVING UNIT TOTAL NUMBER - SF				55,281	4	14	14	14		46
COMMON AREAS-APARTMENTS									Sum Check	46
CORRIDORS				6,142	727	1805	1805	1805		
LOBBY				371	371	0	0	0		
TENANT COMMUNITY ROOM				689	689	0	0	0		
OFFICE-RECEPTION				595	595	0	0	0		
ELEVATORS				516	129	129	129	129		
STAIRS				1,704	426	426	426	426		
UTILITY				343	343	0	0	0		
TOTAL COMMON AREA SQUARE FEET (SF)				10,360						
COMMERCIAL SPACE-1				5,249	5249	0	0	0		
COMMERCIAL SPACE-2				5,224	5224	0	0	0		
TOTAL COMMERCIAL AREA SF				10,473						
TOTAL COMMERCIAL & COMMON AREA SF				20,833						
GROSS BUILDING AREA				76,114	19,029	19,029	19,029	19,029	NET TO GROSS	72.63%
* NSF-Interior Paint to Paint	**GSF-Center Lines of Tenant Walls, Outside Face of Corridors & Exterior Walls		SUM CK	76,114						
END CANOPIES				350	350	0	0	0		
NORTH WESTGATE CANOPY				2,160	2,160	0	0	0		
SOUTH PARKING CANOPY				1,750	1,750	0	0	0		
TOTAL COVERED UNENCLOSED				4,260	4260	0	0	0		
TOTAL UNDER ROOF				80,374						
ENCLOSED AREA PER FLOOR				19,029						
BALCONIES PER FLOOR					0	8	14	10		
TOTAL BALCONIES				32						
PERCENT OF UNITS WITH BALCONIES	NOTE: There are no balconies for the first floor units			69.57%						
PERCENT OF UPPER FLOOR UNITS W/ BALCONIES				76.19%						

Project Matrix



1 measurements are subject to change. Not for construction.

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

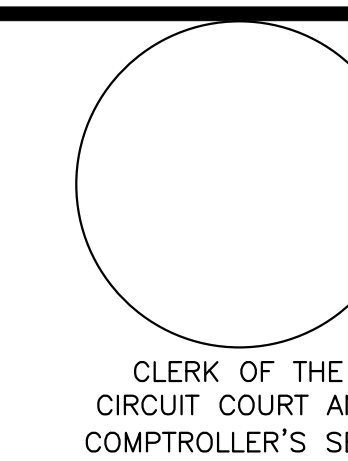


STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT WAS FILED FOR
RECORD AT _____ M.
THIS ____ DAY OF _____
A.D. 202__ AND DULY
RECORDED IN PLAT BOOK ____
ON PAGES ____ AND ____

JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

BY: _____
DEPUTY CLERK



CLERK OF THE
CIRCUIT COURT AND
COMPTROLLER'S SEAL

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 BELVEDERE WESTGATE HOMES CRA AND DANZA OF WESTGATE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THEIR 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 BELVEDERE WESTGATE HOMES CRA AND DANZA OF WESTGATE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THEIR 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 EXECUTIVE DIRECTOR, AND ITS SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS ____ DAY OF _____, 20__.

WESTGATE BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY

WITNESS: _____ BY: _____
(PRINT NAME) ELIZEE MICHEL, EXECUTIVE DIRECTOR

WITNESS: _____
(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 ____ DAY OF _____, 20__.

DANZA OF WESTGATE, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____ BY: _____
(PRINT NAME) CHARLES LESNICK, AUTHORIZED MEMBER

WITNESS: _____
(PRINT NAME)

ACKNOWLEDGEMENT

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 _____, 20__, BY ELIZEE MICHEL, AS EXECUTIVE DIRECTOR FOR WESTGATE BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY, ON BEHALF OF THE AGENCY, WHO IS ____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ (TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____ (SEAL)

COMMISSION NUMBER: _____

(SIGNATURE)

(PRINT NAME)

NOTARY PUBLIC

ACKNOWLEDGEMENT

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 _____, 20__, BY CHARLES LESNICK, AS AUTHORIZED MEMBER FOR DANZA OF WESTGATE, LLC, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS ____ PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ (TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____ (SEAL)

COMMISSION NUMBER: _____

(SIGNATURE)

(PRINT NAME)

NOTARY PUBLIC

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, _____, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN WESTGATE BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY, AND DANZA OF WESTGATE, LLC; 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; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON [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: _____ BY: _____
ATTORNEY-AT-LAW LICENSED IN FLORIDA

(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.s), ACCORDING TO SEC.177.091(9), 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.

JOHN E. PHILLIPS, III, P.S.M. _____ DATE _____
LICENSE NO. 4826
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. 177.071(2), F.S., THIS ____ DAY OF _____, 20__, AND HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY PALM BEACH COUNTY IN ACCORDANCE WITH SEC. 177.081(1), F.S.

DAVID L. RICKS, P.E.
COUNTY ENGINEER

SURVEYOR & MAPPER'S NOTES:

- BEARINGS ARE BASED ON S88°52'47"E (GRID, NAD 83/1990 ADJUSTMENT) ALONG THE CENTERLINE OF WESTGATE AVENUE, REFERENCED TO A BEARING OF S77°44'16"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: 1994-094
- 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
€ - 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
(G) - GROUND DISTANCE
CRA - COMMUNITY REDEVELOPMENT AGENCY

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"
- MONUMENT, SET 1/2" IRON ROD WITH "BROWN & PHILLIPS, INC." CAP

PREPARING SURVEYOR & MAPPER'S STATEMENT

THIS INSTRUMENT WAS PREPARED BY
JOHN E. PHILLIPS III, P.S.M. 4826

BROWN & PHILLIPS, INC.

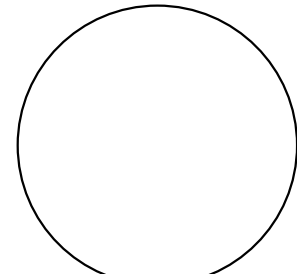
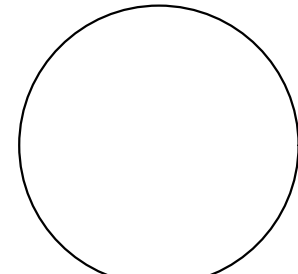
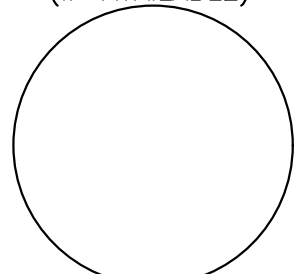
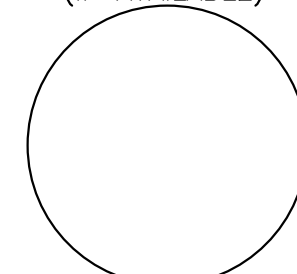
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE RD., SUITE 509
WEST PALM BEACH, FLORIDA 33409
561-615-3988, 615-3986 FAX

WESTGATE BELVEDERE
HOMES CRA
SEAL
(IF AVAILABLE)

DANZA OF
WESTGATE, LLC
SEAL
(IF AVAILABLE)

COUNTY
ENGINEER'S
SEAL

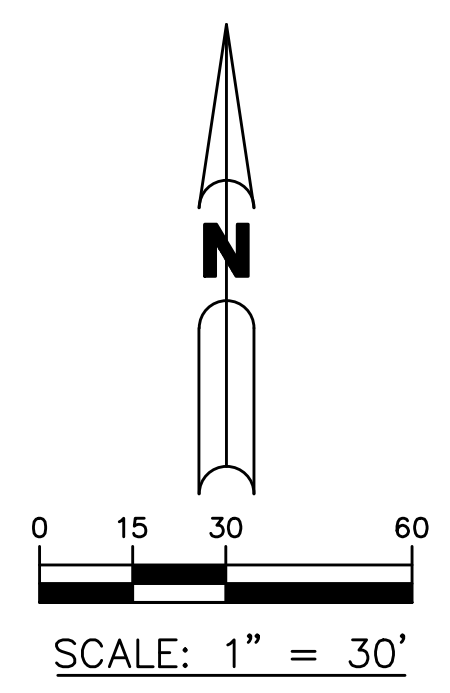
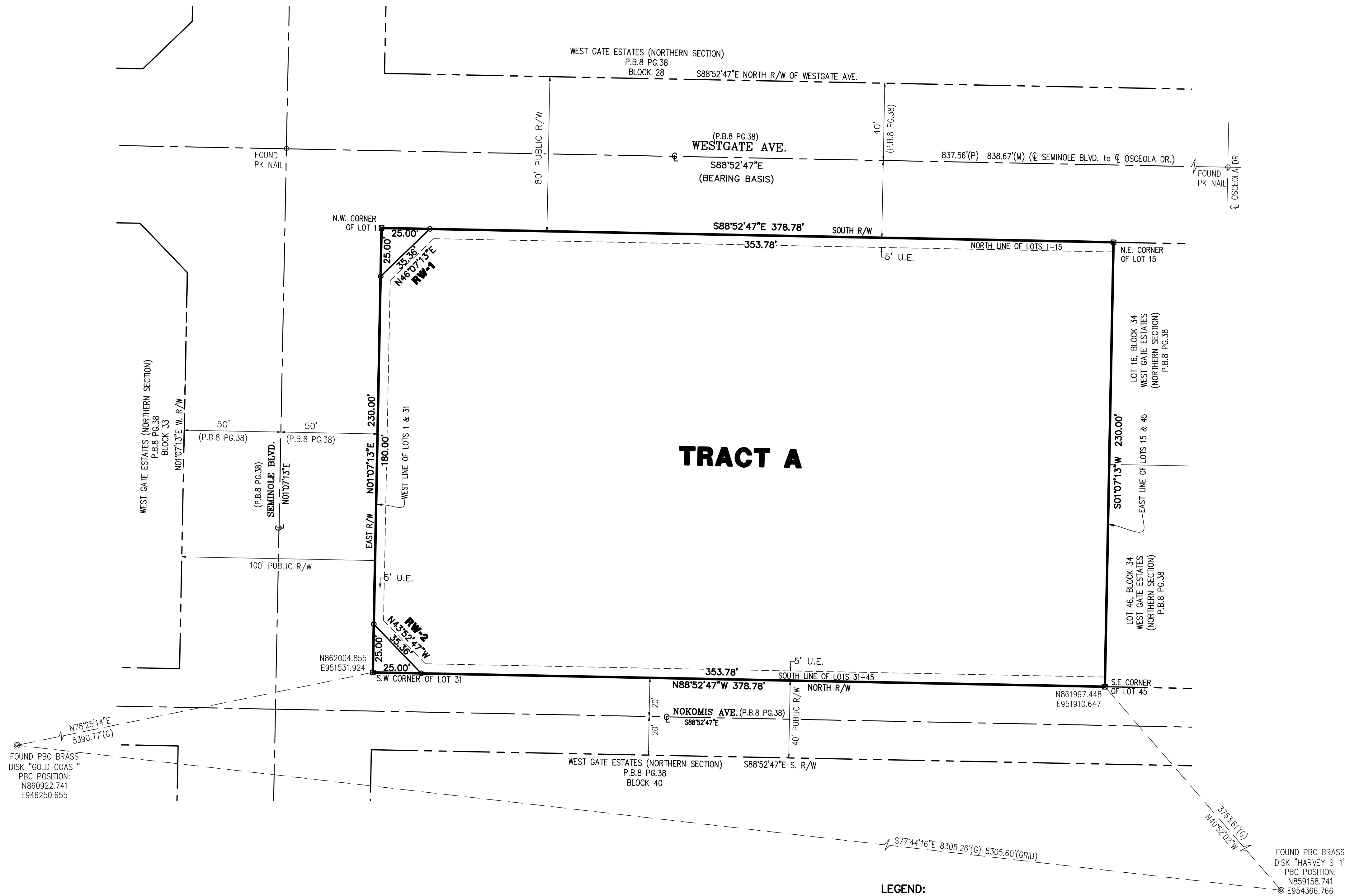
SURVEYOR'S
SEAL



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:**
 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"
 ○ MONUMENT, SET 1/2" IRON ROD WITH "BROWN & PHILLIPS, INC." CAP
- 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
 (G) - GROUND DISTANCE
 CRA - COMMUNITY REDEVELOPMENT AGENCY

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 - 1.0000412
 I. GROUND DISTANCE x SCALE FACTOR = GRID DISTANCE
 J. ROTATION EQUATION: NONE

PREPARING SURVEYOR & MAPPER'S STATEMENT
 THIS INSTRUMENT WAS PREPARED BY
 JOHN E. PHILLIPS III, 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

RESOLUTION NO. R-2019- 1232

RESOLUTION APPROVING ZONING APPLICATION Z-2019-00519
(CONTROL NO. 1994-00094)
an Official Zoning Map Amendment
APPLICATION OF Belvedere Westgate CRA, Palm Beach County
BY Gentile Glas Holloway O'Mahoney & Assoc Inc., AGENT
(Westgate CRA - Rezoning)

WHEREAS, the Board of County Commissioners, as the governing body of Palm Beach County, Florida, pursuant to the authority vested in Chapter 163 and Chapter 125, Florida Statutes, is authorized and empowered to consider applications relating to zoning;

WHEREAS, the notice and public hearing requirements pursuant to Article 2 (Application Processes and Procedures) of the Palm Beach County Unified Land Development Code (ULDC), Ordinance 2003-067, Supplement 25, as amended, have been satisfied;

WHEREAS, Zoning Application Z-2019-00519 was presented to the Board of County Commissioners at a public hearing conducted on August 22, 2019;

WHEREAS, the Board of County Commissioners has considered the evidence and testimony presented by the Applicant and other interested parties, the recommendations of the various County Review Agencies, and the recommendation of the Zoning Commission;

WHEREAS, the Board of County Commissioners pursuant to Article 2 (Application Processes and Procedures) of the ULDC is authorized and empowered to consider, approve, approve with conditions or deny the request;

WHEREAS, the Board of County Commissioners hereby incorporates by reference the Findings in the staff report addressing the Standards contained in Article 2.B (Public Hearing Processes) for an Official Zoning Map Amendment;

WHEREAS, this approval is subject to Article 2.E (Monitoring), of the ULDC and other provisions requiring that development commence in a timely manner;

WHEREAS, the issuance of this Development Permit does not in any way create any rights on the part of the Applicant and/or Property Owner to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law;

WHEREAS, the Palm Beach County Survey Section may administratively correct any scrivener's errors that will not significantly impact the overall boundary of the adopted legal description; and,

WHEREAS, Article 2.B.6.C (Board Action) of the ULDC requires that the action of the Board of County Commissioners be adopted by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that Zoning Application Z-2019-00519, the Application of Belvedere Westgate CRA, Palm Beach County, by Gentile Glas Holloway O'Mahoney & Assoc Inc., Agent, for an Official Zoning Map Amendment to allow a rezoning from the Neighborhood Commercial (CN) and Multifamily Residential High Density (RH) Zoning Districts to the General Commercial (CG) Zoning District, with a Conditional Overlay Zone (COZ), on a parcel of land generally described as shown on the legal description in EXHIBIT A, attached hereto and made a part hereof, and generally located as shown on a vicinity sketch as indicated in EXHIBIT B, attached hereto and made a part hereof, was approved on August 22, 2019, subject to the Conditions of

Approval described in EXHIBIT C, attached hereto and made a part hereof.

Commissioner Weinroth moved for the approval of the Resolution.

The motion was seconded by Commissioner McKinlay and, upon being put to a vote, the vote was as follows:

Commissioner Mack Bernard, Mayor	-	Absent
Commissioner Dave Kerner, Vice Mayor	-	Aye
Commissioner Hal R. Valeche	-	Aye
Commissioner Gregg K. Weiss	-	Aye
Commissioner Robert S. Weinroth	-	Aye
Commissioner Mary Lou Berger	-	Aye
Commissioner Melissa McKinlay	-	Aye

The Mayor thereupon declared that the resolution was duly passed and adopted on August 22, 2019.

Filed with the Clerk of the Board of County Commissioners on September 5th, 2019

This resolution is effective when filed with the Clerk of the Board of County Commissioners.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

SHARON R. BOCK,
CLERK & COMPTROLLER

BY: 
COUNTY ATTORNEY

BY: 
DEPUTY CLERK


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE WEST 15 FEET OF LOT 11, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 38, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

INCLUDING

THE EAST 10 FEET OF LOT 11 AND ALL OF LOTS 12, 13, 14 AND 15 INCLUSIVE, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 38, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 14,375 SQUARE FEET MORE OR LESS (0.330 ACRES).

PARCEL 2:

LOTS 31, 32, 33 AND 34, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 38 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 11,935 SQUARE FEET MORE OR LESS (0.274 ACRES).

PARCEL 3:

LOTS 35, 36, 37, 38, 39, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 38 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 14,375 SQUARE FEET MORE OR LESS (0.330 ACRES).

PARCEL 4:

TRACT E, SHARON'S REPLAT OF PORTIONS OF WEST GATE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 64, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 9,060 SQUARE FEET MORE OR LESS (0.208 ACRES).

PARCEL 5:

LOT 16 THROUGH 21 AND LOTS 45 THROUGH 48, BLOCK 30, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 38, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 28,750 SQUARE FEET MORE OR LESS (0.660 ACRES).

PARCEL 6:

LOTS 49 AND 50, BLOCK 30, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 38, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 5,750 SQUARE FEET MORE OR LESS (0.132 ACRES).

PARCEL 7:

LOTS 10, 11, 12, 13, 14 AND 15, BLOCK 28, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 38, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 17,250 SQUARE FEET MORE OR LESS (0.396 ACRES).

PARCEL 8:

LOTS 40, 41, 42, AND 43, BLOCK 28, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 38, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 11,500 SQUARE FEET MORE OR LESS (0.264 ACRES).

EXHIBIT B

VICINITY SKETCH

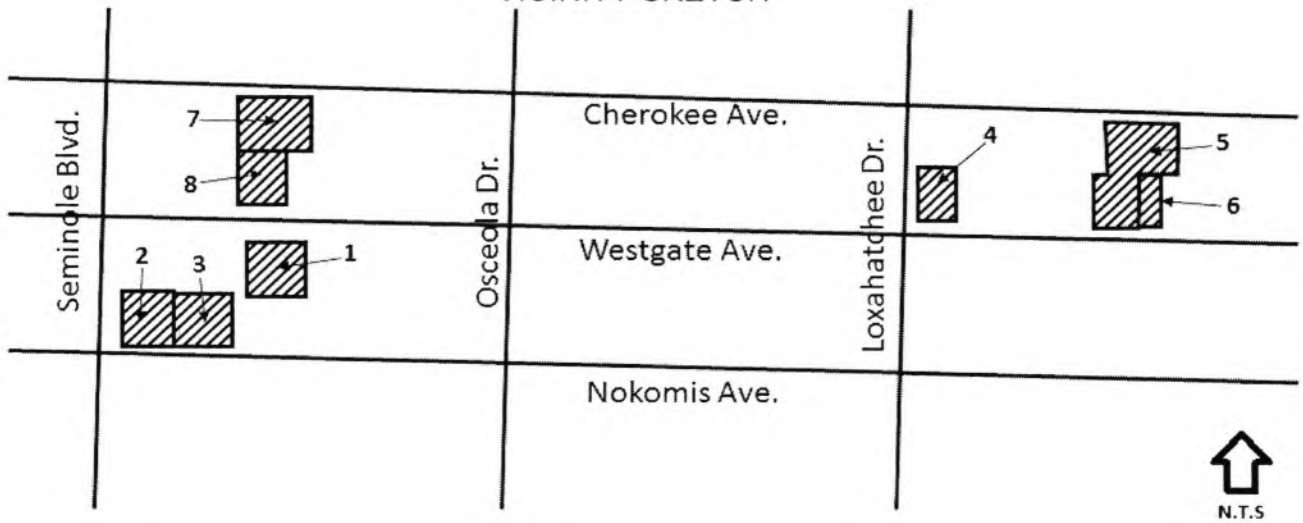


EXHIBIT C

CONDITIONS OF APPROVAL

Exhibit C: Official Zoning Map Amendment with a Conditional Overlay Zone (COZ)

USE LIMITATIONS

1. Prior to Final Approval by the Development Review Officer or issuance of any Building Permits, each of the eight parcels shall be combined with adjacent properties to the extent necessary to meet the minimum Property Development Regulations (PDRs) for the General Commercial Zoning District. Exceptions may be permitted subject to Variance relief from minimum PDRs, or the existing lot dimensions of the subject parcels are brought into compliance through adoption of Unified Land Development Code amendments. (BLDG/PMT/DRO: ZONING - Zoning)

COMPLIANCE

1. In Granting this Approval, the Board of County Commissioners relied upon the oral and written representations of the Property Owner/Applicant both on the record and as part of the application process. Deviations from or violation of these representations shall cause the Approval to be presented to the Board of County Commissioners for review under the Compliance Condition of this Approval. (ONGOING: MONITORING - Zoning)

2. Failure to comply with any of the Conditions of Approval for the subject property at any time may result in:

- a. The Issuance of a Stop Work Order; the Issuance of a Cease and Desist Order; the Denial or Revocation of a Building Permit; the Denial or Revocation of a Certificate of Occupancy; the Denial of any other Permit, License or Approval to any developer, owner, lessee, or user of the subject property; the Revocation of any other permit, license or approval from any developer, owner, lessee, or user of the subject property; the Revocation of any concurrency; and/or
- b. The Revocation of the Official Map Amendment, Conditional Use, Requested Use, Development Order Amendment, and/or any other zoning approval; and/or
- c. A requirement of the development to conform with the standards of the Unified Land Development Code at the time of the finding of non-compliance, or the addition or modification of conditions reasonably related to the failure to comply with existing Conditions of Approval; and/or
- d. Referral to Code Enforcement; and/or
- e. Imposition of entitlement density or intensity.

Staff may be directed by the Executive Director of PZ&B or the Code Enforcement Special Master to schedule a Status Report before the body which approved the Official Zoning Map Amendment, Conditional Use, Requested Use, Development Order Amendment, and/or other zoning approval, in accordance with the provisions of Section 2.E of the ULDC, in response to any flagrant violation and/or continued violation of any Condition of Approval. (ONGOING: MONITORING - Zoning)

DISCLOSURE

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

Attachment 10- Approved Development Requirements

Westgate Terrace - Development Approval Status

Reason:

- *This project is located within the Municipality Unincorporated Palm Beach County, and it has already gone through the Planning and Zoning Approval Process and is about 30 days from receiving Zoning Approval.*
- *The Preliminary Plat has also been submitted and reviewed and is in the final stages of review and is about 30 -45 Days from receiving Approval for Technical Compliance.*
- *Draft Restrictive Covenant has been completed and upon final Zoning Approval will be recorded at the Palm Beach County Clerk's Office.*
- *School Board Concurrency Application Determination (SCAD) has been completed and approved.*

March 5, 2024

Danza of Westgate
Leonard Schwartz
257 SE Dr. Martin Luther King Jr. Blvd.
Belle Glade, FL 33430

Re: Westgate Apartments – 2636 Westgate Ave, West Palm Beach, FL 33409 – Project Status

Dear Mr. Schwartz,

Pursuant to your request, Westgate Apartments has 50% Design Development documents for a 4-Story Building. It is estimated that the documents for the 4 Story facility are 35% Complete.

The Facility includes:

2- 5,200 SF Commercial Lease Areas, Community Spaces, Administration, Utility, Lobby and Circulation including one Elevator and 2 Stairs.

1-	Bedroom Units	0
2-	Bedroom Units	26
3-	Bedroom Units	20
Total Living Units		46

Respectfully,

ZYSCOVICH, LLC



John Cunningham
Managing Director, Winter Park

c: Alan Wolfe,
Stephanie Braga,
File

FOURTH AMENDMENT TO THE OPTION AGREEMENT

THIS FOURTH AMENDMENT (the "Fourth Amendment") to the Option Agreement (the "Agreement") described below, is made as of March 5, 2024 (the "Effective Date") by and between Westgate/Belvedere Homes Community Redevelopment Agency, a dependent special district of Palm Beach County, Florida (the "WCRA"); and Danza of Westgate LLC, a Florida limited liability company (hereinafter, "Danza") (collectively the "Parties" and each a "Party").

WHEREAS, the Parties entered into that certain Agreement dated February 24, 2021, with respect to the WCRA granting Danza the Option to purchase certain real property ("the Property");

WHEREAS, pursuant to Section 1.1 of the Agreement, Danza requested to extend the Option Period for an additional twelve (12) months; and

WHEREAS, at the WCRA Board Meeting held on January 10, 2022, Danza's request to extend the Option Period for an additional twelve (12) months was approved by the Board of Directors of the WCRA; and

WHEREAS, at the WCRA Board Meeting held on February 13, 2023, Danza's request to extend the Option Period for an additional One hundred and Twenty (120) days from February 24, 2023, to June 24, 2023, was approved by the Board of Directors of the WCRA; and

WHEREAS, at the WCRA Board Meeting held on August 14, 2023, Danza's request to extend the Option Period for an additional six (6) months to February 14, 2024, was approved by the Board of Directors of the WCRA; and

WHEREAS, due to the timing of various governmental entities who must review and deliberate on Danza's requests for various approvals, Danza requires an additional six (6) months to fulfill its obligations under the Agreement; and

WHEREAS, at the WCRA Board Meeting held on February 12, 2024, Danza's request to extend the Option Period for an additional six (6) months from February 14, 2024, to August 14, 2024, was approved by the Board of Directors of the WCRA; and

WHEREAS, the Parties now desire to amend the Agreement in certain respects as more particularly set forth below; and

NOW THEREFORE, in consideration of the mutual representations, warranties and covenants as hereinafter set forth, the Parties agree as follows:

1. The terms and conditions of the Agreement, First Amendment, Second Amendment, and Third Amendment are incorporated by reference herein. Notwithstanding the foregoing, in the event of a conflict between the terms and conditions of the Agreement, the First

Amendment, Second Amendment, Third Amendment and this Fourth Amendment, the terms of this Fourth Amendment shall control.

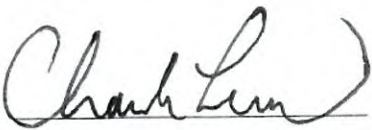
2. Article 1.1 of the Agreement is hereby modified to state the following.

1.1 **Term of Option.** DANZA has the right to exercise the Option, commencing on the Effective Date and ending August 14, 2024 (the "Option Period"). In the event that DANZA determines that further time is required to obtain the necessary entitlements and fulfill the obligations herein, the WCRA agrees to extend the Option Period provided that the WCRA reasonably determines DANZA has acted in good faith, and has, and will continue to, act with due diligence toward meeting the conditions to be met in Article 2 hereof.


3. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of Florida. The Parties agree not to challenge jurisdiction of the court or venue of courts in Palm Beach County, Florida, such venue to be the sole and exclusive venue for the enforcement of this Fourth Amendment.
4. Except as specifically modified hereby, all of the provisions of the Agreement which are not in conflict with the terms of this Fourth Amendment shall remain in full force and effect.
5. Headings are for convenience only and are not intended to expand or restrict the scope or substance or the provisions of this Fourth Amendment. Whenever used herein, the singular shall include the plural, and the plural shall include the singular.
6. This Fourth Amendment may be executed in two or more counterparts (including by electronic transmission), all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, this Fourth Amendment is entered into as of the date first written above.

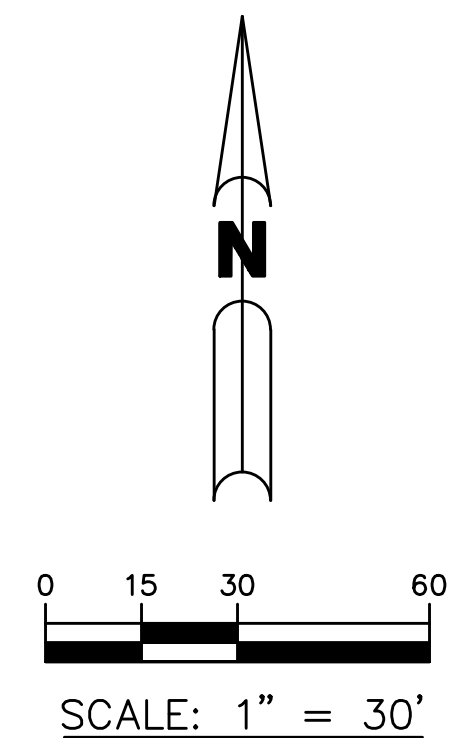
DANZA OF WESTGATE, LLC

By: 
Name: Charles Lernick
Title: Member

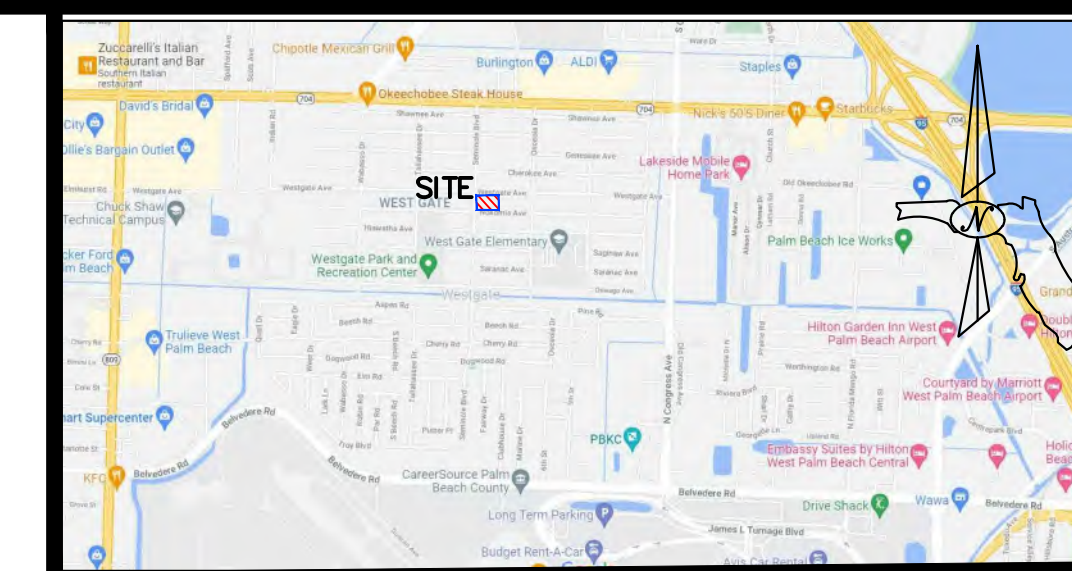
**WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT
AGENCY**

By: 
Name: ELIZEE MICHEL
Title: Executive Director

LEGEND			
SET IR/C "BROWN & PHILLIPS"	●	MAILBOX	☐
BENCHMARK	⊕	SIGN	▲
BOLLARD	⊙	WATER METER	Ⓜ
CATCH BASIN	Ⓜ	WATER VALVE	⊗
CURB INLET @ LOW POINT	Ⓜ	WOOD POWER POLE	⊙
CLEANOUT	Ⓜ	MAHOGANY TREE	⊙
CONCRETE LIGHT POLE	Ⓜ	PALM TREE	✱
FIRE HYDRANT	⊕	UNKNOWN TREE	⊙
GUY ANCHOR	←	ASPHALT	▨
MANHOLE DRAINAGE	Ⓜ	BUILDING	▨
MANHOLE SANITARY	Ⓜ	CONCRETE	▨



- ABBREVIATIONS:**
- P.O.C. - POINT OF COMMENCEMENT
 - ORB - OFFICIAL RECORD BOOK
 - D.B. - DEED BOOK
 - P.C. - PAGE
 - R/W - RIGHT-OF-WAY
 - R - RADIUS
 - A - ARC LENGTH
 - Δ - CENTRAL ANGLE
 - E. - UTILITY EASEMENT
 - D.E. - DRAINAGE EASEMENT
 - (P) - PLAT DIMENSION
 - U/C - UNDER CONSTRUCTION
 - WM - WATER MAIN
 - GPS - GLOBAL POSITIONING SYSTEM
 - RTK - REAL TIME KINEMATIC
 - TOW - TOP OF WALL
 - INV - INVERT
 - (D) - DEED DIMENSION
 - (M) - MEASURED DIMENSION
 - C - CENTERLINE
 - IR - IRON ROD
 - IRC - IRON ROD WITH CAP AS NOTED
 - C.M. - 4"x4" CONCRETE MONUMENT
 - PRM - PERMANENT REFERENCE MONUMENT
 - PCP - PERMANENT CONTROL POINT
 - NTT - NAIL & TIN TAB
 - MNTT - MAG NAIL & TIN TAB
 - PK - PARKER KALON
 - NAD - NORTH AMERICAN DATUM
 - LB - LICENSED BUSINESS
 - DIP - DUCTILE IRON PIPE
 - PVC - POLYVINYL CHLORIDE PIPE
 - CMP - CORRUGATED METAL PIPE
 - RCF - REINFORCED CONCRETE PIPE
 - HDPE - HIGH DENSITY POLYETHYLENE PIPE
 - EL - ELEVATION



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

TOGETHER WITH:

LOTS 7, 8, 9 AND 10, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

TOGETHER WITH:

LOTS 11, 12, 13, 14 AND 15, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

TOGETHER WITH:

LOTS 31, 32, 33, 34, 35, 36, 37, 38 AND 39, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

TOGETHER WITH:

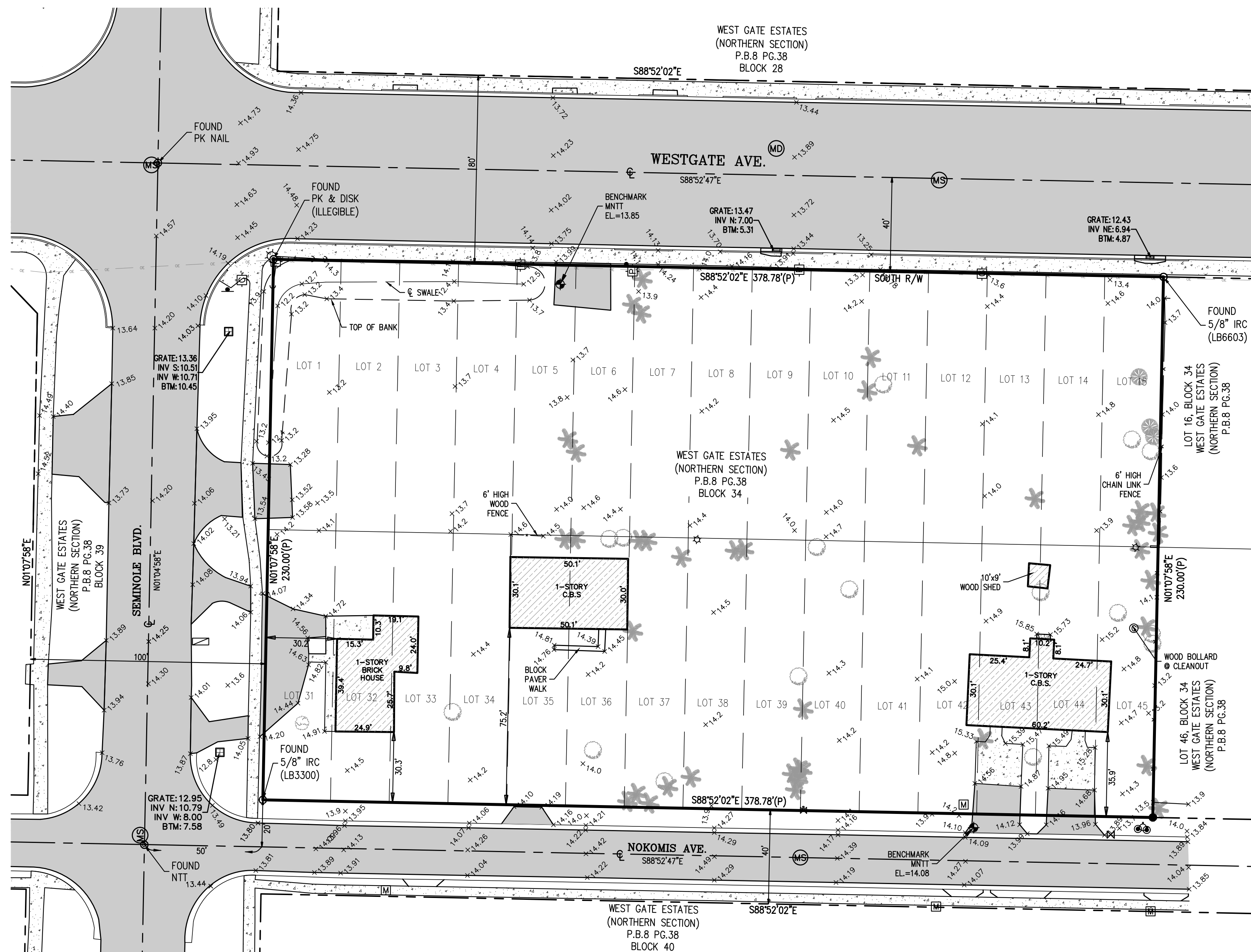
LOTS 40, 41, 42, 43, 44 AND 45, BLOCK 34, WEST GATE ESTATES (NORTHERN SECTION), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 38.

SURVEY REPORT:

- THIS IS A BOUNDARY & TOPOGRAPHIC SURVEY, PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.051 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE. THE FIELD WORK WAS COMPLETED ON FEBRUARY 3, 2022.
- THE SURVEY WAS BASED ON THE PLAT OF WESTGATE ESTATES (NORTHERN SECTION), PLAT BOOK 8, PAGE 38 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- BEARINGS ARE BASED ON S88°52'02"E (ASSUMED) ALONG THE SOUTH RIGHT-OF-WAY OF WESTGATE AVENUE.
- THE LEGAL DESCRIPTION IS RECORDED IN OFFICIAL RECORD BOOK 19061, PAGE 695, OFFICIAL RECORD BOOK 33216, PAGE 711, OFFICIAL RECORD BOOK 1845, PAGE 1845, OFFICIAL RECORD BOOK 20817, PAGE 1731 AND OFFICIAL RECORD BOOK 22146, PAGE 1087.
- AREA = 87,120 SQUARE FEET (2.00 ACRES), MORE OR LESS.
- EASEMENTS, RESTRICTIONS AND ITEMS OF RECORD ARE PER SOUTHEAST GUARANTY & TITLE, INC. OWNERSHIP & ENCUMBRANCE REPORT, FILE NO.: 202202002, SOUTHEAST GUARANTY & TITLE, INC. OWNERSHIP & ENCUMBRANCE REPORT, FILE NO.: 202202003, SOUTHEAST GUARANTY & TITLE, INC. OWNERSHIP & ENCUMBRANCE REPORT, FILE NO.: 202202004, SOUTHEAST GUARANTY & TITLE, INC. OWNERSHIP & ENCUMBRANCE REPORT, FILE NO.: 202202005 AND SOUTHEAST GUARANTY & TITLE, INC. OWNERSHIP & ENCUMBRANCE REPORT, FILE NO.: 202202006, ALL DATED JANUARY 29, 2022 AT 8:00 A.M.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY BROWN & PHILLIPS, INC. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

- ALL DISTANCES ARE MEASURED UNLESS NOTED OTHERWISE.
- ALL FIELD-MEASURED DIMENSIONS ALONG THE BOUNDARY WERE IN SIGNIFICANT AGREEMENT WITH THE PLAT, DEED, AND/OR CALCULATED VALUES.
- ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS OF 1:10,000 REQUIRED BY PALM BEACH COUNTY.
- THE EXPECTED HORIZONTAL AND VERTICAL PRECISION OF ITEMS SHOWN ON THIS SURVEY ARE AS FOLLOWS:
 - BOUNDARY LINES - 0.08'
 - TOPOGRAPHIC FEATURES - 0.20'
 - ELEVATIONS ON CONSTRUCTED HARD SURFACES (PAVEMENT, CONCRETE, ETC.) - 0.05'
 - ELEVATIONS ON NATURAL SURFACES (GROUND, DIRT, ETC.) - 0.10'
- THE SUBJECT PROPERTY IS CURRENTLY OCCUPIED.
- THE CONTRACTED PURPOSE OF THIS SURVEY IS FOR ZONING APPROVAL. THIS SURVEY IS NOT VALID FOR ANY OTHER USE.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THIS SURVEY WAS PREPARED FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE: -ARC DEVELOPMENT GLOBAL, LLC
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=30', ON A 24"x 36" SHEET.
- SOME TOPOGRAPHIC FEATURES MAY BE EXAGGERATED IN SCALE FOR CLARITY. THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION.
- NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED AS PART OF THIS SURVEY.
- ELEVATIONS SHOWN HEREON ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988, AND ARE REFERENCED TO PALM BEACH COUNTY BENCHMARK "BOATWRIGHT", ELEVATION=19.18.
- ⊙ DENOTES SPOT ELEVATION, REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988.
- FLOOD ZONE INFORMATION OBTAINED FROM PALM BEACH COUNTY WEBSITE: "http://maps.co.palm-beach.fl.us/cwgis/?app=floodzones"; CURRENT FLOOD ZONE: X500
- © COPYRIGHT 2022 BY BROWN & PHILLIPS, INC. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.



BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409 561-615-3988

DATE	REVISIONS	#

SKETCH OF
BOUNDARY &
TOPOGRAPHIC
SURVEY

2636 WESTGATE AVE.
WEST PALM BEACH, FL.

DRAWN: DKN
CHECKED: JEP
F.B. WESTGATE
PAGES: 33-35

PROJ. No. 22-014
SCALE: 1"=30'
DATE: FEB. 2022
SHEET 1 OF 1

JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: _____

AMENDMANT TO THE OPTION AGREEMENT

THIS AMENDMANT (the “Amendment”) to the Option Agreement (the “Agreement”) described below, is made as of September____, 2021 (the “Effective Date”) by and between Westgate/Belvedere Homes Community Redevelopment Agency, a dependent special district of Palm Beach County, Florida (the “WCRA”); and Danza of Westgate LLC, a Florida limited liability company (hereinafter, “Danza”) (collectively the “Parties” and each a “Party”).

WHEREAS, the Parties entered into that certain Agreement dated February 24, 2021, with respect to the WCRA granting Danza the Option to purchase certain real property (“the Property”);

WHEREAS, Danza requires the Additional Properties to complete the Westgate Project;

WHEREAS, the Parties now desire to amend the Agreement in certain respects as more particularly set forth below.

NOW THEREFORE, in consideration of the mutual representations, warranties and covenants as hereinafter set forth, the Parties agree as follows:

1. This Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Agreement or the Notice. All references in the Agreement or this Amendment to the “Agreement” shall be deemed to refer to the Agreement as modified by this Amendment, unless otherwise set forth
2. Article 3 of the Agreement is amended as follows. Section 3.1 “Purchase Price” is replaced with the below:
 - 3.1. **Purchase Price.** Upon exercising the option, the purchase price for the WCRA’s conveyance of the Property to Danza shall be Four Hundred Thousand Dollars (\$400,000.00). This purchase price shall henceforth be held sufficient for the purchase of a total of seven (7) parcels of land required by Danza for successful completion of the Westgate Project.
3. Notwithstanding the terms of the Agreement, the WCRA agrees that it shall deliver title to the following certain real property (the “Additional Properties”) at no cost to Danza upon WCRA’s closing on the Additional Properties in accordance with the applicable Purchase and Sale Agreements:

PARCEL 1

2634 Westgate Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0070

Lots 7 thru 10, Inclusive, Block 34, West Gate Estates (Northern Section), according to the Plat recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 2

3473 and 3483 Nokomis Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0420

Lots 42, 43, 44, and 45, Block 34, West Gate Estates, (Northern Section) according to the Plat recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties agree not to challenge jurisdiction of the court or venue of courts in Palm Beach County, Florida, such venue to be the sole and exclusive venue for the enforcement of this Agreement.
5. Except as specifically modified hereby, all of the provisions of the Agreement which are not in conflict with the terms of this Amendment shall remain in full force and effect.
6. Headings are for convenience only and are not intended to expand or restrict the scope or substance or the provisions of this Amendment. Whenever used herein, the singular shall include the plural, and the plural shall include the singular.
7. This Agreement may be executed in two or more counterparts (including by electronic transmission), all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, this Amendment is entered into as of the Effective Date.

DANZA OF WESTGATE, LLC

**WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT
AGENCY**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

OPTION AGREEMENT

THIS OPTION AGREEMENT (the "Agreement"), made this 24th day of February, 2021 (the Effective Date), by and between the Westgate/Belvedere Homes Community Redevelopment Agency, a dependent special district of Palm Beach County, Florida (hereinafter "WCRA"), and Danza of Westgate LLC, a Florida limited liability company (hereinafter "DANZA").

WITNESSETH

WHEREAS the WCRA is the record title owner of that certain real property located in Palm Beach County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS the WCRA agrees to grant DANZA the right and option to purchase the Property from the WCRA, subject to DANZA agreeing to certain terms and conditions as hereinafter set forth herein; and

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WCRA does hereby grant to DANZA the right and option to purchase the Property from the WCRA, subject to DANZA meeting the terms and conditions set forth herein (hereinafter the "Option").

ARTICLE 1

OPTION

1.1 **Term of Option.** DANZA may exercise the Option, if at all during the period commencing on the Effective Date and ending on the 1st anniversary of the Effective Date (the "Option Period"). Upon the written request of DANZA delivered to WCRA at least thirty (30) days prior to the expiration of the Option Period and provided the WCRA reasonably determines that DANZA has demonstrated that it has acted in good faith and has and will continue to act with due diligence toward meeting the conditions to be met in Article 2 hereof, the WCRA will extend the Option Period for one (1) additional twelve (12) month period.

1.2 **Consideration for the Option.**

As consideration for the grant of the Option, DANZA shall pay the WCRA, a non-refundable option fee in the amount of \$1,000.00 (the "Option Fee") upon the execution of this Agreement.

1.3 **Exercise of Option.**

1.1.1 1.3.1 DANZA may exercise the Option only by (i) delivering written notice to the WCRA of DANZA's election to exercise the Option (the "Option

Notice"), and (ii) simultaneously delivering a copy of the Option Notice to Jones Foster P.A. ("**Escrow Agent**"), whose address is 4741 Military Trail, Suite 200, Jupiter, Florida 33458, Attn: Thomas J. Baird, together with an earnest money deposit in the amount of [**Forty Thousand Dollars (\$40,000.00)**] (the "**Deposit**"). The Option Notice shall be delivered to WCRA and Escrow Agent no later than the expiration of the Option Period. In the event of the timely exercise of the Option and the consummation of the purchase and sale of the Property as contemplated in this Agreement, the Deposit Fee shall be paid to WCRA and credited against the Purchase Price on the Closing Date (as such terms are defined below). In the event DANZA timely exercises the Option but the sale of the Property is not consummated as contemplated in this Agreement because of (a) WCRA's default beyond any applicable notice and cure periods set forth herein, or (b) the termination of this Agreement by DANZA in accordance with any right to so terminate provided in this Agreement, then the Deposit Fee shall be returned to DANZA upon written request by DANZA delivered to WCRA and Escrow Agent. In the event the sale of the Property is not consummated as contemplated by this Agreement due to DANZA's default beyond any applicable written notice and cure periods set forth herein, then, upon written request of WCRA delivered to DANZA and Escrow Agent, the Deposit Fee shall be promptly paid to and retained by WCRA as liquidated damages and as WCRA's sole remedy.

1.3.2 The failure of DANZA to timely deliver the Option Notice to the WCRA and/or the Option Notice to Escrow Agent within the Option Period shall be deemed a waiver by DANZA of its right to exercise the Option .

1.3.3 Upon the exercise of this Option, the WCRA agrees to sell and convey to DANZA, and DANZA agrees to purchase, the Property under the general terms of Article 3 herein.

ARTICLE 2

CONDITIONS TO BE MET PRIOR TO EXERCISING OPTION

The conditions to be met by DANZA are:

2.1 Prior to the expiration of the Option Period, DANZA shall demonstrate to the reasonable satisfaction of the WCRA that DANZA has cash on hand sufficient to acquire and redevelop the Property substantially as set forth in Exhibit "B", or DANZA shall provide WCRA with proof of financing, in the form of financing commitments from one or more institutional lenders or other financial sources acceptable to the WCRA.

2.2 DANZA shall obtain all approvals from Palm Beach County, including any amendments to the Property's land use designation pursuant to the County's Comprehensive Plan, its zoning district, any applicable land development regulations, a site plan or any other entitlements which are required to permit DANZA to develop a four (4) story 15,000-60,000 square foot mixed-use building consisting of approximately 5,000 square feet of commercial space on the ground floor and 36 Multi-family residential units. (the "**Project**").

ARTICLE 3

TERMS OF CONVEYANCE

3.1 **Purchase Price.** Upon exercising the Option, the purchase price for the WCRA's conveyance of the Property to DANZA shall be Four Hundred Thousand Dollars (\$400,000.00) ("**Purchase Price**"). The Purchase Price, less the Deposit Fee, shall be delivered by DANZA to Escrow Agent by wire transfer on or before the Closing Date and the Purchase Price shall be paid to WCRA at Closing. The WCRA shall convey the Property to DANZA by Special Warranty Deed.

3.2 **Closing Date.** The closing of the conveyance of the Property to DANZA (the "**Closing**") shall occur on the date (the "**Closing Date**") specified by DANZA in the Option Notice, which shall be no earlier than 45 days after the date of the Option Notice and no later than 180 days after the date of the Option Notice. The closing shall occur on the Closing Date, at the offices of Escrow Agent in Jupiter, Florida.

3.3 **Evidence of Title.** Within 30 days of the Effective Date, WCRA shall obtain and deliver to DANZA, at WCRA's expense, a title insurance commitment (the "**Title Commitment**") to be issued by a title insurer licensed to do business in the State of Florida (the "**Title Company**"), agreeing to issue upon Closing an owner's policy of title insurance in and amount of liability equal to the Purchase Price. The Title Commitment shall be subject only to taxes and assessments for the year of closing if not yet due and payable and those exceptions listed on Schedule B-II of the Title Commitment and any subsequent matters that do not materially affect the value of the Property for the intended Project (the "**Permitted Exceptions**"). WCRA shall cause the Title Company to provide an update to the Title Commitment within thirty (30) days of the Closing Date. If any such update to the Title Commitment contains matters other than the Permitted Exceptions, the same shall be treated as a title defect, and DANZA, shall so notify WCRA within the 15 days of DANZA's receipt of the title update (the "**Title Notice**"). The WCRA shall have a period of 90 days from receipt of the Title Notice within which to cure the title defect(s) set forth therein. The WCRA will use its best efforts to cure such title defect(s) set forth in the Title Notice and will spend such monies and take such actions as are reasonably required in order to cure such title defect(s) within such 90-day period. If the title defect(s) set forth in the Title Notice are not cured within such 90-day period, then DANZA may either (i) accept title to the Property as it then exists without reduction of the Purchase Price, or (ii) withdraw or cancel the Purchase Agreement, whereupon the Deposit shall be returned to DANZA and this Agreement shall thereafter be null and void, and both parties shall be relieved of all obligations.

3.4 **No Adverse Actions.** Neither WCRA nor DANZA shall take any action which would impair or otherwise affect title to the Property, and neither party shall record any documents in the Public Records of Palm Beach County, Florida, which would affect title to any portion of the Property. A Memorandum of this Agreement, in a form mutually agreed to by the parties, may be recorded by WCRA in the Public Records of Palm Beach County, Florida.

3.5 **Cooperation.** WCRA and DANZA agree to reasonably cooperate with one another in order for DANZA to apply for and obtain all land use and zoning approvals, entitlements and building permits as described in paragraph 2.2, and as required for the construction of the Project, as described in Exhibit "B" which is attached hereto and incorporated herein. DANZA shall be responsible for the payment of all application fees and any fees incurred by it for such professionals as it deems necessary to process its application for the construction of the Project.

3.6 **DANZA and WCRA's Representations and Warranties.**

3.6.1 For the purpose of inducing DANZA to enter into this Agreement and to consummate the conveyance of the Property, WCRA represents and warrants that the following, as of the Effective Date and as of the Closing Date, will be true and correct.

3.6.1.1 The WCRA currently leases two residences located on the Property on a month-to-month basis. At or before the Closing, and at DANZA's sole discretion, the CRA shall terminate the leases, or assign them to DANZA. DANZA shall notify WCRA not less than sixty (60) days prior to Closing of its election to have the leases terminated at or before the Closing Date and if the leases are to be terminated, the WCRA shall deliver them vacant, without any personal effects, in swept, broom clean condition.

3.6.1.2. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement shall/will not conflict with, with or without notice or the passage of time, or both, or result in a breach of, any of the terms or provisions of, or constitute a default under, any agreement to which the WCRA is a party, or by which the Property is bound.

3.6.1.3 There are no mortgages or other monetary liens or encumbrances burdening the Property or any portion thereof, which have been caused by or resulting from the acts, omissions or instructions of WCRA that would prohibit the WCRA's conveyance of the Property free and clear of any mortgages, encumbrances or assessments for the year the Property is conveyed. In the event that any such encumbrances exist, the WCRA shall use its best efforts to clear them and shall pay off or apportion any monies due and outstanding to convey the Property.

3.6.1.4 There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against the WCRA or the Property.

3.6.1.5 There is no action, suit, litigation, hearing or administrative proceeding pending or threatened relating to the WCRA that, if adversely determined, would prevent or materially restrict WCRA's ability to convey the Property to DANZA in accordance with this Agreement.

3.6.2 For the purpose of inducing WCRA to enter into this Agreement and to consummate a conveyance of the Property, DANZA represents and warrants that the following as of the Effective Date and as of the Closing Date, will be true and correct.

3.6.2.1 DANZA is a Florida limited liability company duly organized and in good standing in the State of organization.

3.6.2.2 DANZA will be authorized by its operating agreement and other organizational documents to enter into this Agreement and its manager or managing member is authorized to execute, deliver and perform all of the documents contemplated by this Agreement, including the execution of this Agreement.

3.6.2.3 DANZA has met all of the conditions referenced in Article 2, above necessary to consummate the transaction contemplated by this Agreement or exercising this option.

3.6.2.4 DANZA's execution and performance of its obligations under this Agreement do not violate any obligation or agreement to which it is a party.

3.6.2.5 DANZA's financial condition has not materially deteriorated in a way that will affect its ability to perform its obligations under this Agreement.

3.7 Conveyance of Title.

3.7.1 WCRA shall convey or cause to be conveyed at Closing fee simple title to the Property to DANZA by Special Warranty Deed (the "**Deed**"), subject only to the Permitted Exceptions or matters of record which are accepted by DANZA. In addition to the Deed, at Closing, the WCRA shall execute and deliver: (i) a standard title affidavit sufficient for the title company to insure the "Gap," and delete the standard exceptions for construction liens, unrecorded easements and parties in possession to the extent arising through WCRA, (ii) an affidavit stating that WCRA is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, and (iii) any and all other documentation reasonably required by DANZA, or the title company in order to close the transaction contemplated hereunder and clear any encumbrances.

3.7.2 Subject to the terms and conditions contained herein, DANZA shall have a period of two (2) years from the Closing Date to substantially complete construction of the Project as described in Exhibit "B." In the event DANZA fails to substantially complete construction of the Project, as evidenced by a Certificate of Occupancy or its equivalent for the Project, WCRA shall deliver to DANZA a "**Notice of Non-compliance**" and shall require that DANZA provide the WCRA with a Letter of Credit (LOC) or Performance Bond (Bond), either of which shall be subject to the WCRA's sole discretion and in a form that is reasonably acceptable to the WCRA to ensure timely completion of the Project.

3.7.3 At least sixty (60) days prior to the expiration of said two (2) year period, DANZA may provide the Executive Director of the WCRA with a notice and a detailed written explanation of the status of the Project and the reasons why it is expected not to

be completed within the two (2) years specified herein. DANZA shall be afforded an opportunity to appear before the WCRA Board of Commissioners to explain the reasons it is not able to substantially complete construction of the Project within said two (2) year. In the event DANZA reasonably demonstrates to the Board that it has exercised its best efforts to substantially complete the construction of the Project but was delayed in completing such construction due to circumstance beyond its reasonable control, WCRA may extend the time for completion for up to twelve (12) months without exercising its right to call the LOC or Bond to ensure the completion of the Project.

3.7 **Expenses of Closing.** DANZA shall pay the documentary stamp tax (and any surtax) required in connection with the Deed, the cost of recording the Deed, the cost of any mortgage financing, including, but not limited to, documentary stamp tax and intangible tax on the note and mortgage, the cost of recording the mortgage and any other security instruments, the cost of any mortgagee title insurance premiums and any endorsements to the mortgagee title insurance policy. The WCRA shall pay the title insurance premium for the owner's policy of title insurance and all title search fees in connection with the Title Commitment on the Property. Each party shall pay its own attorneys' fees incurred in connection with this transaction.

3.8 **APPORTIONMENTS.**

3.8.1 **Property Taxes.** Real estate property taxes and assessments shall be prorated as of the Closing Date.

ARTICLE 4

GENERAL PROVISIONS

4.1 **Notices.** All notices or other required communications shall be in writing and shall be deemed duly given when delivered in person (with receipt therefor), or when sent by Federal Express or another overnight courier or when sent by certified or registered mail, return receipt requested, postage prepaid, or by telephone facsimile or email to the following addresses with a copy sent by overnight courier to:

WCRA: Elizeé Michel, Executive Director
1280 North Congress Avenue, Suite 215
West Palm Beach, FL 33409

With Copy to: Thomas J. Baird, Esquire
Jones Foster P.A.
4741 Military Trail, Suite 200
Jupiter, FL 33458

DANZA: Zalmy Danzinger, Manager
19119 NE 8th Court
Miami, FL 33179

With Copy to: Cabot J. Marks, Esq.
MarksDipalermo PLLC
485 Madison Avenue, Suite 1600
New York, NY 10022
cimarks@marksdipalermo.com

ESCROW AGENT: Thomas J. Baird, Esquire
Jones Foster P.A.
4741 Military Trail, Suite 200
Jupiter, FL 33458

Should either party's address be changed, the party whose address is changing shall provide the other party with the new address. Either party may change its address for the giving of notices by notice given in accordance with this Section. In such event, the Parties agree that no amendment to this Agreement is required.

4.2 **Default.**

4.2.1 In the event that DANZA defaults in the performance of any of its duties or obligations under this Agreement, the WCRA shall, as its sole and exclusive remedy, have the right to terminate this Agreement and to retain the Option Fee, as liquidated damages.

4.2.2 In the event that the WCRA fails to perform any of the covenants or agreements or is in breach of any of the WCRA's warranties contained in this Option Agreement, DANZA shall have as its sole and exclusive remedies, the right to terminate the Agreement, whereupon the Deposit shall be returned to DANZA, or shall have the right to seek specific performance of this Agreement; provided, however, in the event DANZA elects to seek specific performance of this Agreement, DANZA must file an action for specific performance within sixty (60) days of the Closing Date, failing which DANZA shall be deemed to have waived the right to the remedy of specific performance.

4.2.3 In the event either party defaults, the non-defaulting party shall provide the party which has allegedly to have defaulted notice. The party alleged to have defaulted shall have 10 days from the date of the Notice to cure the default.

4.3 **Third Parties.** Nothing contained in this Agreement, whether express or implied, is intended to or shall confer any rights, benefits or remedies upon any persons other than the WCRA and DANZA and their respective successors and assigns.

4.3.1 **Financing Requirements.** The WCRA acknowledges that DANZA is seeking a Section 108 grant and HUD financing to assist it in its financing of the Project. The WCRA agrees to reasonably cooperate with DANZA in its efforts to secure said financing. Provided however, the performance of this Agreement, and the completion of the Project are not contingent on DANZA securing this financing of the Project.

4.4 **Construction.** Wherever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties hereby agree that each have played an equal part in the negotiations and drafting of this Agreement, and in the event any ambiguity shall be realized in the construction or interpretation of this Agreement, the result of those ambiguities shall be equally assumed and realized by each of the parties to this Agreement.

4.5 **Binding Effect; Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. DANZA shall not assign this Agreement without the written approval of the WCRA Board of Commissioners not to be unreasonably withheld.

4.6 **Merger.** This Agreement sets forth the entire understanding among the parties. This Agreement may not be amended, modified or terminated, except by written instrument executed by the parties hereto.

4.7 **Headings.** The captions, article numbers, section numbers and paragraph headings are inserted herein only as a matter of convenience, and in no way are intended to define, limit, construe or describe the scope or intent of such articles, sections or paragraphs of this Agreement, nor in any way affect this Agreement.

4.8 **Governing Law.** This Agreement shall be governed and interpreted under the laws of the State of Florida. The parties agree that venue of any action or proceeding regarding this Agreement shall be in Palm Beach County, Florida.

4.9 **Time is of the Essence.** Time shall be of the essence with respect to each provision of this Agreement that requires action to be taken by either party within a stated period of time, or upon a specified date. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required under this Agreement must be performed, or by which Closing must be held, expires on a Saturday, Sunday or a holiday, then such time period shall be automatically extended to the next business day.

4.10 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same document and PDF or electronic signatures shall be deemed originals.

4.11 **Attorneys' Fees.** Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Agreement, the prevailing party shall be entitled to receive from the other party all reasonable costs, charges, and expenses, including reasonable attorneys' fees, expert witness fees, appeal fees, and the cost of paralegals working under the supervision of an

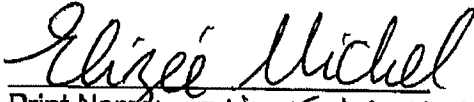
attorney, expended or incurred in connection therewith whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings.


4.12 **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk 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 public health unit. [Note: This Section is provided for informational purposes.]

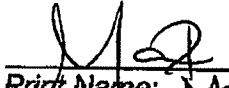
IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in the presence of:


WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT
AGENCY "WCRA":

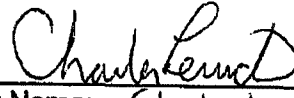

Print Name: ELISEE MICHEL

By: 
Print Name: Ronald Daniels
Title: Board Chairman


Print Name: Mai Bui

DANZA OF WESTGATE LLC, a Florida
limited liability company


Print Name: Beth Schorr-Lesnick

By: 
Print Name: Charles Lesnick
Title: Managing Member

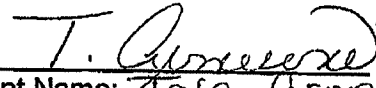

Print Name: Tata Armerino

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1

2636 Westgate Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0010

Lots 1, 2, 3, 4, 5 and 6, Block 34, West Gate Estates, according to the plat thereof in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 2

1420 Seminole Blvd A
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0310

Lots 31 thru 34, inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 3

1420 Seminole Blvd B
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0310

Lots 35 thru 39, inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 4

3485 Nokomis Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0400

Lots 40 and 41, Block 34, West Gate Estates, (Northern Section) according to the plat thereof, as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

PARCEL 5

XXX Westgate Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0110

The East 10 feet of Lot 11 and all of Lots 12 to 15, Inclusive, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

And

The West 15 feet of Lot 11, Block 34, West Gate Estates, according to the plat thereof as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"
DEVELOPMENT PROJECT PLAN

Attachment 11- Building Permit Authority (Expedited Approvals & Permitting)

This provision of the RFP is “Not Applicable” to this project.

Reason:

- *This project is located within the Municipality Unincorporated Palm Beach County and it has already gone through the Planning and Zoning Approval Process and is about 30 days from receiving Zoning Approval.*
- *The Preliminary Plat has also been submitted and reviewed and is in the final stages of review and is about 30 -45 Days from receiving Approval for Technical Compliance*

AMENDMANT TO THE OPTION AGREEMENT

THIS AMENDMANT (the “Amendment”) to the Option Agreement (the “Agreement”) described below, is made as of September____, 2021 (the “Effective Date”) by and between Westgate/Belvedere Homes Community Redevelopment Agency, a dependent special district of Palm Beach County, Florida (the “WCRA”); and Danza of Westgate LLC, a Florida limited liability company (hereinafter, “Danza”) (collectively the “Parties” and each a “Party”).

WHEREAS, the Parties entered into that certain Agreement dated February 24, 2021, with respect to the WCRA granting Danza the Option to purchase certain real property (“the Property”);

WHEREAS, Danza requires the Additional Properties to complete the Westgate Project;

WHEREAS, the Parties now desire to amend the Agreement in certain respects as more particularly set forth below.

NOW THEREFORE, in consideration of the mutual representations, warranties and covenants as hereinafter set forth, the Parties agree as follows:

1. This Amendment shall be deemed a part of but shall take precedence over and supersede any provisions to the contrary contained in the Agreement or the Notice. All references in the Agreement or this Amendment to the “Agreement” shall be deemed to refer to the Agreement as modified by this Amendment, unless otherwise set forth
2. Article 3 of the Agreement is amended as follows. Section 3.1 “Purchase Price” is replaced with the below:
 - 3.1. **Purchase Price.** Upon exercising the option, the purchase price for the WCRA’s conveyance of the Property to Danza shall be Four Hundred Thousand Dollars (\$400,000.00). This purchase price shall henceforth be held sufficient for the purchase of a total of seven (7) parcels of land required by Danza for successful completion of the Westgate Project.
3. Notwithstanding the terms of the Agreement, the WCRA agrees that it shall deliver title to the following certain real property (the “Additional Properties”) at no cost to Danza upon WCRA’s closing on the Additional Properties in accordance with the applicable Purchase and Sale Agreements:

PARCEL 1

2634 Westgate Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0070

Lots 7 thru 10, Inclusive, Block 34, West Gate Estates (Northern Section), according to the Plat recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

PARCEL 2

3473 and 3483 Nokomis Avenue
West Palm Beach, FL 33406
PCN: 00-43-43-30-03-034-0420

Lots 42, 43, 44, and 45, Block 34, West Gate Estates, (Northern Section) according to the Plat recorded in Plat Book 8, Page 38 of the Public Records of Palm Beach County, Florida.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties agree not to challenge jurisdiction of the court or venue of courts in Palm Beach County, Florida, such venue to be the sole and exclusive venue for the enforcement of this Agreement.
5. Except as specifically modified hereby, all of the provisions of the Agreement which are not in conflict with the terms of this Amendment shall remain in full force and effect.
6. Headings are for convenience only and are not intended to expand or restrict the scope or substance or the provisions of this Amendment. Whenever used herein, the singular shall include the plural, and the plural shall include the singular.
7. This Agreement may be executed in two or more counterparts (including by electronic transmission), all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, this Amendment is entered into as of the Effective Date.

DANZA OF WESTGATE, LLC

**WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT
AGENCY**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment 12- Residential Displacement

The Westgate Terrace Multi-Family project is comprised of seven (7) individual residential lots. Four (4) of the lots are vacant and there are three (3) residential structures currently occupied. These occupied residences are owned by the Westgate CRA. Prior to commencement of Development of the project, the Westgate CRA will notify the tenants and provide time for each tenant to vacate the premises prior to commencement of construction.

EXHIBIT C

RESPONDENT CERTIFICATION FORM

By signing below, the undersigned Charles Lesnick, as AMBR of DANZA OF WESTGATE LLC (the Respondent), a Florida Limited Liability Company i.e. Florida corporation hereby certifies that the undersigned is duly authorized to sign this Respondent Certification Form on behalf of the Respondent and that this Respondent Certification Form shall be fully binding upon Respondent. Respondent hereby covenants and agrees to comply with the terms upon RFP HED.HBLP.2024.4, all related Federal Regulations, and related Addenda and to attempt to negotiate in good faith with the County the terms of an agreement and will implement the response submitted by Respondent of the RFP. The Respondent further covenants and agrees that it has received all of the information referenced in the RFP, that Respondent fully understands the same, that Respondent completely and accurately completed the response submitted by Respondent pursuant to the RFP, that the information contained in such response submitted by Respondent is true and correct and that Respondent shall be bound by the terms and conditions of the RFP and the covenants, agreements and representations made by Respondent herein and in the response submitted by Respondent to the RFP.

Date of Execution by Respondent: April 1, 2024.

Charles Lesnick AMBR, Danza of Westgate
RESPONDENT

By: *Charles Lesnick*
Signature

Its: _____ Charles Lesnick _____
SEAL Print Signatory's Name

The foregoing Respondent Certification Form was acknowledged before me this 1 day of April, 2024, Charles Lesnick the AMBR of DANZA OF WESTGATE LLC, a Florida LLC (state and type of entity), who is personally known to me OR who produced _____ as identification and who did take an oath.

JMA
Notary Public

NOTARY PUBLIC

Jean Tickell _____ State of New York at large
Print Notary Name

JEAN E TICKELL
NOTARY PUBLIC STATE OF NEW YORK
WESTCHESTER COUNTY
LIC. # 01T16361509
COMM. EXP. 7/10/2025

Expires 7/10/2025

EXHIBIT D

**DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

1. Affiant is the Member of Danza of Westgate, LLC which entity is the Lead Entity for the Respondent to Palm Beach County Request for proposals Number RFP HED.HBLP.2024.4.
2. Affiant's address is: 15 Albemarle Place
Yonkers, NY 10701
3. Attached hereto, and made a part thereof, as an Attachment is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the proposed project and the percentage interest of each such person or entity.
4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief, it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

By: Danza of Westgate, LLC

Charles Lesnick
Charles Lesnick

_____, Affiant

The foregoing instrument was sworn to, subscribed and acknowledged before me this 1 day of April, 2024 by Charles Lesnick, who is personally known to me OR who produced _____ as identification and who did take an oath.

(NOTARY SEAL BELOW)

Notary Signature: _____

Notary Name: Jean Tickell

Notary Public State of ~~Florida~~ New York

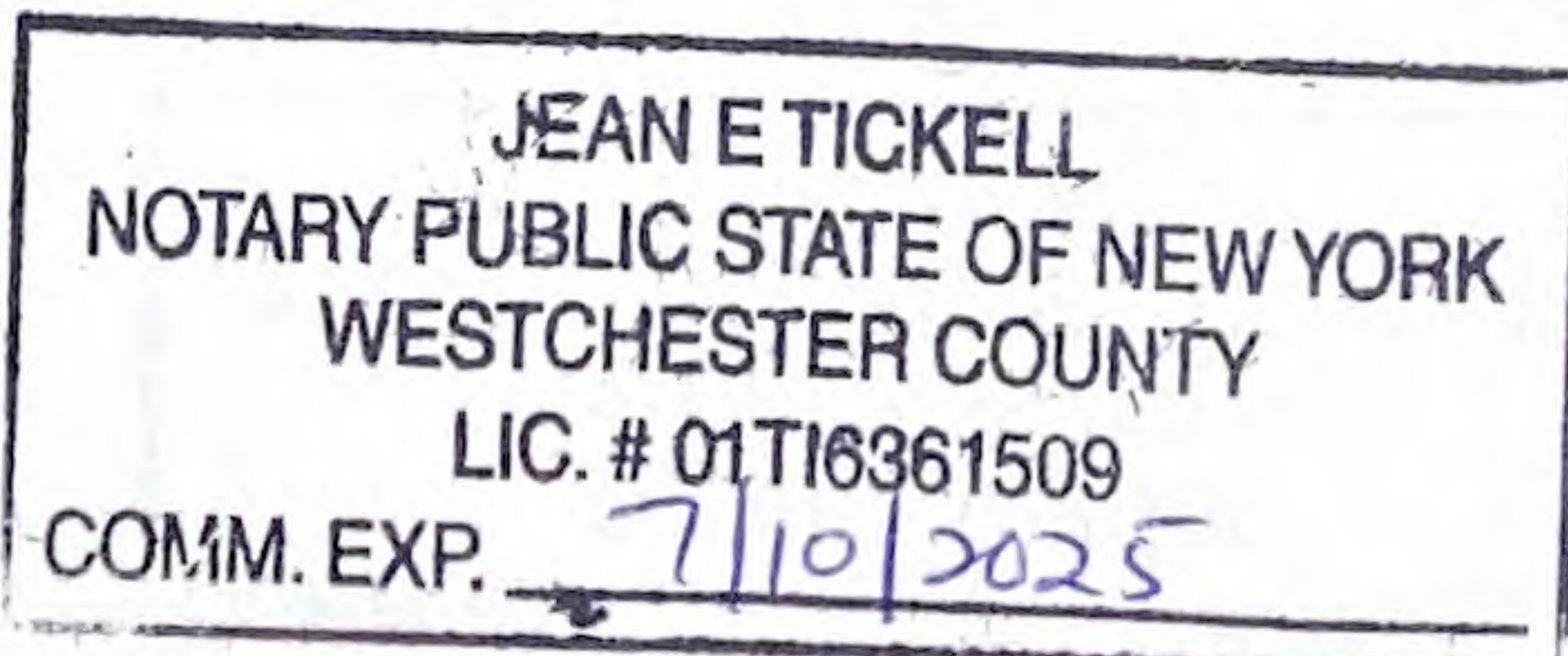


EXHIBIT E

DISCLOSURE OF RELATIONSHIPS WITH COUNTY

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

1. Affiant is the Member of Danza of Westgate, LLC which entity is the Lead Entity for the Respondent to Palm Beach County Request for proposals Number RFP HED.HBLP.2024.4.
2. Affiant's address is: 15 Albemarle Place
Yonkers, NY 10701
3. Attached hereto, and made a part thereof, as an Attachment is a complete listing of the names and addresses of every officer, director, or agent of the Respondent who is also an employee of Palm Beach County, and the names and addresses of every County official or employee who owns, directly or indirectly, an interest in the Respondent's firm or any of its affiliates.
4. Affiant acknowledges that this Affidavit will be relied upon by Palm Beach County.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief, it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

By: Danza of Westgate, LLC

Charles Lesnick
Charles Lesnick, Affiant

The foregoing instrument was sworn to, subscribed and acknowledged before me this 1 day of April, 2024, by Charles Lesnick, who is personally known to me ~~OR who produced~~ as identification and who did take an oath.

(NOTARY SEAL BELOW)

Notary Signature: Jean Tickell

Notary Name: Jean Tickell
Notary Public State of ~~Florida~~ New York

JEAN E TICKELL
 NOTARY PUBLIC STATE OF NEW YORK
 WESTCHESTER COUNTY
 LIC. # 01TI6361509
 COMM. EXP. 7/10/2025

ATTACHMENT TO DISCLOSURE OF RELATIONSHIPS WITH COUNTY

Affiant shall list the names and addresses of every officer, director, or agent of the Respondent who is also an employee of Palm Beach County, and the names and addresses of every County official or employee who owns, directly or indirectly, an interest in the Respondent's firm or any of its affiliates.

NAME	ADDRESS	RELATIONSHIP
Not Applicable		No Relationships

Danza of Westgate

11259 Edgewater Circle
Wellington, FL 33414

March 6, 2024

Palm Beach County Department of Housing & Economic Sustainability
100 Australian Avenue
West Palm Beach, FL 33406

Re: Westgate Terrace Project/RFP HED.HBLP.2024.1
Workforce Housing Multifamily Development Bond Program

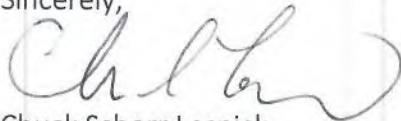
Dear Sir or Madam:

This is to certify that Danza of Westgate has no litigation against it since it was created on December 15, 2020. I have also asked each of the members of Danza of Westgate and have searched the databases and have found no active litigation against any of the members from the last five years. I can state with confidence that no person or entity with beneficial interest in Danza of Daytona, LLC has any litigation against it from the past five years.

If you have any further questions do not hesitate to contact me at 914-9543039.

Very truly yours,

Sincerely,



Chuck Schorr Lesnick

Member Danza of Westgate, LLC

EXHIBIT F

DRUG FREE WORKPLACE CERTIFICATION

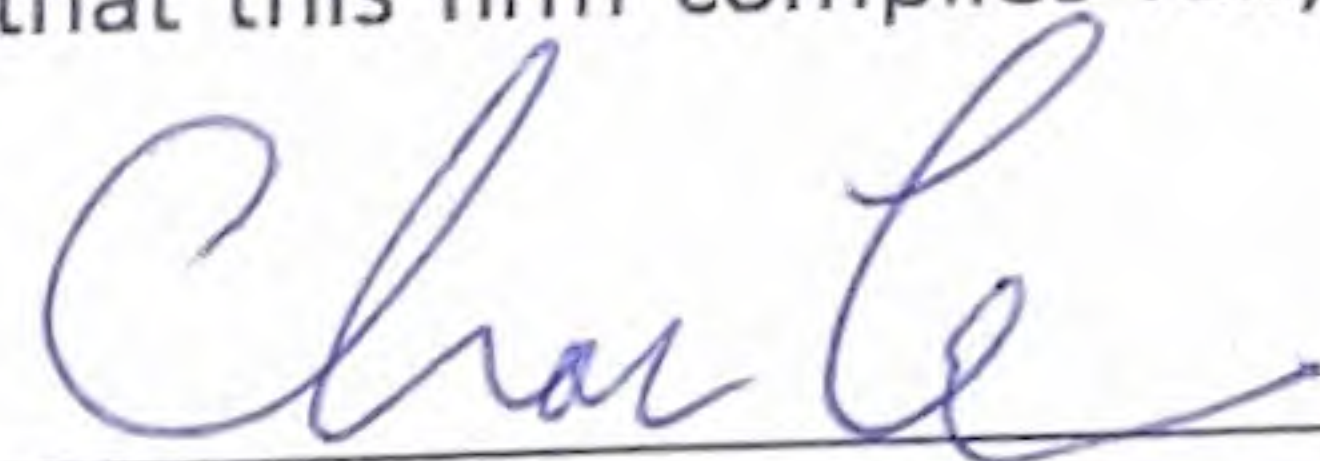
Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Danza of Westgate, LLC

BUSINESS NAME



PROVIDER'S SIGNATURE



Addendum No. 1 to RFP HEDHBLP.2024.4

**Request for Proposals (RFP)
Affordable Housing Multifamily Development**

Date Addendum No. 1 Issued:

March 27, 2024

RFP Contact:

Jeff Bolton
Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Phone: 561-233-3612
E-mail: HEDHBLP@pbcgov.org

PURPOSE OF THIS ADDENDUM:

The purpose of this Addendum is to:

1. Revise the RFP to modify the proposal requirement in Section II(A)(1) to include the completed Application Cover Sheet as shown in Exhibit H of the RFP.
2. Revise the RFP to modify the proposal requirement in Section II(A)(10) to allow additional time for ensuring project is Shovel Ready upon final approval by the Palm beach County Board of County Commissioners.

GENERAL INSTRUCTIONS:

- This Addendum No. 1 constitutes an integral part of the RFP and shall be read in conjunction with the RFP.
- Where inconsistent with the original RFP, this Addendum shall govern.
- It is the responsibility of all respondents to the RFP to conform to this Addendum.
- Unless specifically changed herein, all other requirements, terms and conditions of the RFP remain unchanged and can only be modified if in writing.

- Respondents shall provide acknowledgment receipt to the RFP Contact of this Addendum on the form included with this Addendum as Exhibit A.

REVISIONS TO THE RFP

A. Respondents are directed to Section II.A.10,

- 1. Section 11.A.1 shall be modified to include the following additional language at the beginning of the section:**

Provide a completed copy of the Application Cover Sheet as attached in EXHIBIT H.

- 2. Section 11.A.10 shall be deleted in its entirety and replaced with the following:**

10. Identify the approved development status and all required permitting and approvals, including verification of zoning, construction plans and percentage of completion, letters of utility availability, and a site plan approval status for the project site. Projects must be Shovel Ready prior to final BCC approval in order to be eligible for assistance through this RFP. *Submit as Attachment 10.*

EXHIBIT A

to

Addendum No. 1

to

RFP HED.HBLP.2024.4

ADDENDUM ACKNOWLEDGEMENT FORM

to

Addendum No. 1

to

RFP HED.HBLP.2024.4

By signing this Form, Respondent acknowledges receipt of this Addendum No. 1 to RFP HED.HBLP.2024.4.

Respondents shall provide a copy of this Acknowledgement Form.

This Addendum consists of four (4) pages.

Respondent: DANZA OF WESTGATE LLC

By Name & Title: Charles Lesnick AMBR


Signed:  Date: 4.1.24

EXHIBIT H



**Workforce Housing Multifamily Development
RFP HED.HBLP.2024.4**

APPLICATION COVER SHEET

Name of Project: Westgate Terrace

Project Developer/Applicant: Danza of Westgate, LLC

Project Type: Multi-Family(Rental Apartments)

Project Location: 2636 Westgate Ave West Palm Beach, FL 33409

Total Project Cost: \$21, 256,790.00

Amount Requested from RFP HED.HBLP.2024.4: \$3,200,000.00

Total Number of Units: 46

Proposed Number of County-Assisted Units: 37, 46 total units minus 9 WFH required

Green Building and Sustainability: Yes, reference NGBS letter in attachment 1

Contact Person/Title: Charles Lesnick, AMBR of Danza of Westgate

Contact Phone Number: (914) 954.3039

Contact E-Mail Address: chuck.schorr.lesnick@gmail.com

ALL REQUESTED INFORMATION MUST BE COMPLETED

