



April 26, 2022

Bryan G. Kelley, P.E.
Simmons & White, Inc.
2581 Metrocentre Blvd, Suite 3
West Palm Beach, FL 33407

**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

**RE: Lake Worth Station
Project #: 220410
Traffic Performance Standards (TPS) Review**

Dear Mr. Kelley:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated March 31, 2022, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

**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

Municipality:	Lake Worth Beach
Location:	SEC of 10 th Avenue N and N G Street
PCN:	38-43-44-21-15-274-0080 (additional PCNs in file)
Access:	One full access driveway connection onto N G Street and one right-in/right-out access driveway connection onto 10 th Avenue N <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	Vacant
Proposed Uses:	Multi-Family Residential= 81 DUs
New Daily Trips:	441
New Peak Hour Trips:	29 (8/21) AM; 36 (22/14) PM
Build-out:	December 31, 2026

County Administrator

Verdenia C. Baker

Based on our review, the Traffic Division has determined the proposed development is located within the Coastal Residential Exception Area; therefore, the project is exempt from the TPS of Palm Beach County.

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

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

*"An Equal Opportunity
Affirmative Action Employer"*



Bryan G. Kelley, P.E.
April 26, 2022
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The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email HAkif@pbcgov.org.

Sincerely,

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:cw

ec:

Erin Fitzhugh Sita, AICP, Assistant Director-Planning, Zoning, & Preservation Community Sustainability Department, City of Lake Worth Beach
Quazi Bari, P.E., PTOE, Manager -- Growth Management, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HAMUNICIPALITIES\APPROVALS\2022\220410 - LAKE WORTH STATION.DOCX;

SIMMONS & WHITE
2581 Metrocentre Blvd. W, Suite 3 West Palm Beach, Florida 33407
O 561.478.7848 | F 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452



INSIGNIFICANT TRAFFIC IMPACT STATEMENT

LAKE WORTH STATION LAKE WORTH BEACH, FLORIDA

Prepared for:

Bridge Holding LLC
10135 SW 75th Place
Miami, Florida 33156

Job No. 22-039

Date: March 31, 2022



Bryan G. Kelley, P.E.
FL Reg. No. 74006

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1.0 SITE DATA

The subject parcel is located in the southeast corner of 10th Avenue North and N. G Street in the City of Lake Worth Beach, Florida and contains approximately 1.08 acres. The Property Control Numbers (PCN) for the subject parcel may be summarized as follows:

38-43-44-21-15-274-0080	38-43-44-21-15-274-0070
38-43-44-21-15-274-0040	38-43-44-21-15-274-0020

The proposed plan of development on the currently unimproved parcel is to consist of 81 multifamily dwelling units with a build out of 2026. Site access is proposed via a full access driveway connection to N. G Street and a right in, right out only driveway connection to 10th Avenue North. For additional information concerning site location and layout, refer to the Site Plan.

Note the project is located within the Coastal Residential Exception Area and is therefore exempt from traffic concurrency. The traffic study is prepared for informational purposes.

2.0 PURPOSE OF STUDY

This study will analyze the proposed development's impact on the surrounding major thoroughfares within the project's radius of development influence in accordance with the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards. The Traffic Performance Standards state that a Site Specific Development Order for a proposed project shall meet the standards and guidelines outlined in two separate "Tests" with regard to traffic performance.

Test 1, or the Build-Out Test, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. This Test 1 analysis consists of two parts and no project shall be approved for a Site Specific Development Order unless it can be shown to satisfy the requirements of Parts One and Two of Test 1. Part One – Intersections, requires the analysis of major intersections, within or beyond a project's radius of development influence, where a project's traffic is significant on a link within the radius of development influence. The intersections analyzed shall operate within the applicable threshold associated with the level of analysis addressed. Part Two – Links, compares the total traffic in the peak hour, peak direction on each link within a project's radius of development influence with the applicable LOS "D" link service volumes. The links analyzed shall operate within the applicable thresholds associated with the level of analysis addressed.

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis period.

2.0 PURPOSE OF STUDY (CONT.)

This test requires analysis of links and major intersections as necessary within or beyond the radius of development influence, where a project's traffic is significant on a link within the radius of development influence.

This analysis shall address the total traffic anticipated to be in place at the end of the build out year. This study will verify that the proposed development's traffic impact will meet the above Traffic Performance Standards.

3.0 TRAFFIC GENERATION

The traffic to be generated by the proposed development has been calculated in accordance with the traffic generation rates listed in the ITE Trip Generation Manual, 10th Edition and rates published by the Palm Beach County Engineering Traffic Division. Table 1 shows the proposed daily traffic generation in trips per day (tpd). Tables 2 and 3 show the AM and PM peak hour traffic generation, respectively, as peak hour trips (pht). The traffic generated by the proposed development may be summarized as follows:

Proposed Development

Daily Traffic Generation	=	441 tpd
AM Peak Hour Traffic Generation (IN/OUT)	=	29 pht (8 In/21 Out)
PM Peak Hour Traffic Generation (IN/OUT)	=	36 pht (22 In/14 Out)

4.0 RADIUS OF DEVELOPMENT INFLUENCE

Based on Table 12.B.2.D-7 3A of the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards, for a net trip generation of 36 peak hour trips, the development of influence shall be one-half mile.

For Test 1, a project must address those links within the radius of development influence on which its net trips are greater than 1% of the LOS "D" of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS "D" of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-1 1A: LOS "D" Link Service Volumes.

For Test 2, a project must address those links within the radius of development influence on which its net trips are greater than 3% of the LOS "E" of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS "E" of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-4 2A: LOS "E" Link Service Volumes.

5.0 TEST 1 BUILD-OUT ANALYSIS

Test 1, or the Build-Out Analysis, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. The trip distribution percentages are shown in Tables 4 and 5. Tables 4 and 5 indicate the project's assignment is less than 1% of the applicable LOS "D" threshold and is insignificant for all links within the project's radius of development influence. This project therefore meets the requirements of Test 1.

6.0 TEST 2 BUILD-OUT ANALYSIS

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis Period. Tables 6 and 7 show the project's net trip generation is less than 3% of the applicable LOS "E" threshold for all links within the project's radius of development influence. This project therefore meets the requirements of Test 2.

7.0 SITE RELATED IMPROVEMENTS

The AM and PM peak hour volumes at the project entrances for the overall development with no reduction for pass by credits are shown in Tables 2 and 3 and may be summarized as follows:

**DIRECTIONAL
DISTRIBUTION
(TRIPS IN/OUT)**

AM = 8 / 21
PM = 22 / 14

As previously mentioned, site access is proposed via a full access driveway connection to N. G Street and a right in, right out only driveway connection to 10th Avenue North. Based on the Palm Beach County Engineering Guidelines used in determining the need for turn lanes of 75 right turns or 30 left turns in the peak hour, no turn lanes are not warranted or recommended.

8.0 CONCLUSION

The proposed development has been estimated to generate 441 trips per day, 29 AM peak hour trips, and 36 PM peak hour trips at project build-out in 2026. A brief review of the roadway links within the project's radius of development influence reveals the proposed development will have an insignificant project assignment and will therefore meet the requirements of the Palm Beach County Traffic Performance Standards.

LAKE WORTH STATION

03/30/2022

PROPOSED DEVELOPMENT

TABLE 1 - Daily Traffic Generation

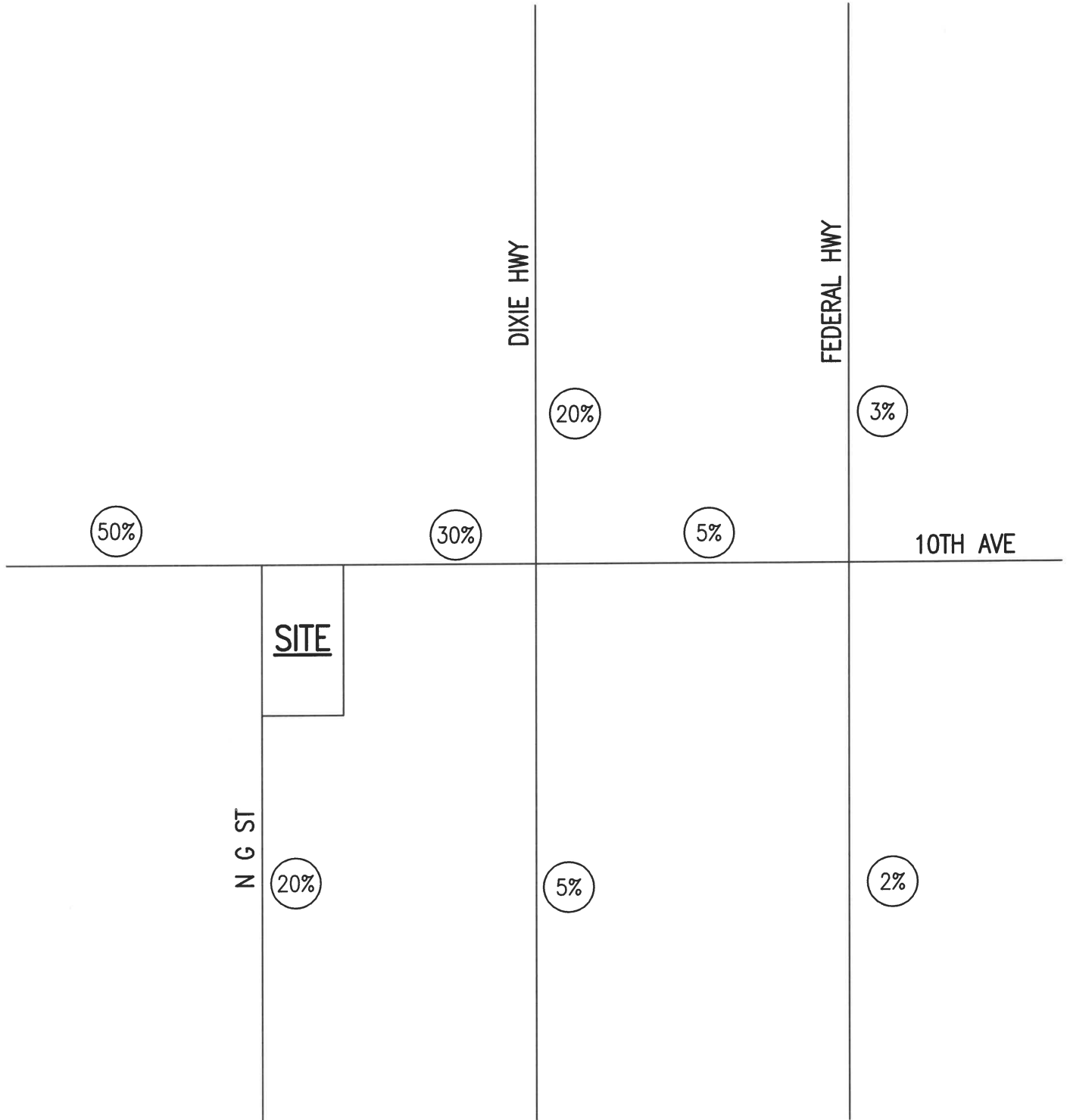
Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips	Internalization			External Trips	Pass-by		Net Trips
				In	Out		%	Total			%	Trips	
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	81	Dwelling Units	5.44			441		0	441	0%	0	441
Grand Totals:							441	0.0%	0	441	0%	0	441

TABLE 2 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips			Pass-by		Net Trips			
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total	
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	81	Dwelling Units	0.36	0.26	0.74	8	21	29	0.0%	0	0	0	8	21	29	0%	0	8	21	29
Grand Totals:							8	21	29	0.0%	0	0	0	8	21	29	0%	0	8	21	29

TABLE 3 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips			Pass-by		Net Trips			
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total	
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	81	Dwelling Units	0.44	0.61	0.39	22	14	36	0.0%	0	0	0	22	14	36	0%	0	22	14	36
Grand Totals:							22	14	36	0.0%	0	0	0	22	14	36	0%	0	22	14	36



LEGEND

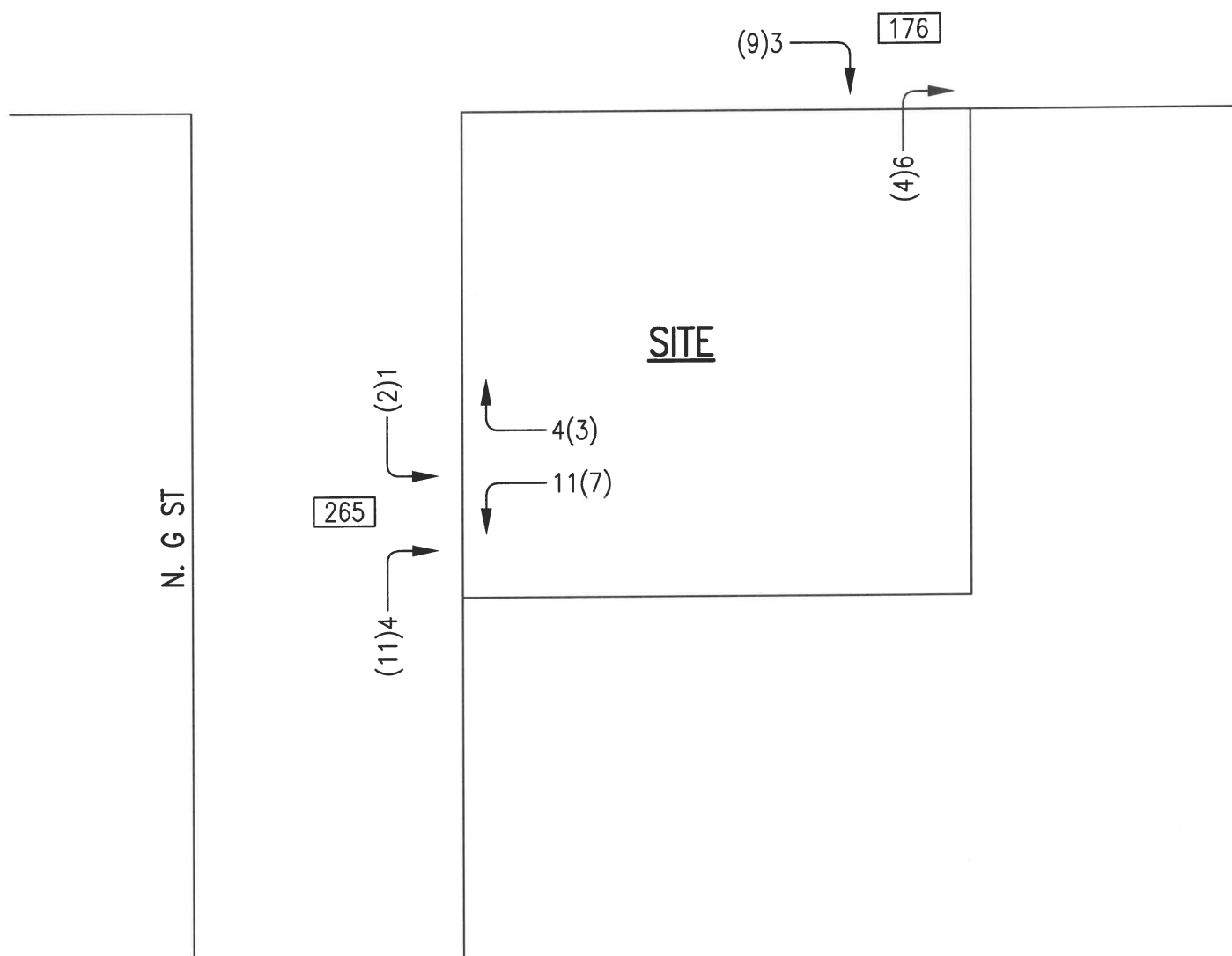
 PROJECT DISTRIBUTION

TRIP DISTRIBUTION

LAKE WORTH STATION

22-039 BK 03-30-22

10TH AVE N



SITE

DRIVEWAY VOLUMES

LEGEND

- 3 A.M. PEAK HOUR TURNING MOVEMENT
- (9) P.M. PEAK HOUR TURNING MOVEMENT
- 176 A.A.D.T.

LAKE WORTH STATION

22-039 BK 03-30-22

**TABLE 4
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR**

2026 BUILD OUT
1/2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERED)
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING)

ROADWAY	FROM	TO	AM PEAK HOUR DIRECTIONAL				LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
			PROJECT DISTRIBUTION	PROJECT TRIPS	EXISTING LANES	CLASS			
10TH AVENUE NORTH	I-95	N. G STREET	50%	11	4D	II	1770	0.62%	NO
10TH AVENUE NORTH	N. G STREET	DIXIE HIGHWAY	30%	6	4D	II	1770	0.34%	NO
10TH AVENUE NORTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	5%	1	2	II	810	0.12%	NO
DIXIE HIGHWAY	FOREST HILL BOULEVARD	10TH AVENUE NORTH	20%	4	4	II	1680	0.24%	NO
DIXIE HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	5%	1	4	II	1680	0.06%	NO
FEDERAL HIGHWAY	13TH AVENUE NORTH	10TH AVENUE NORTH	3%	1	2	II	810	0.12%	NO
FEDERAL HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	2%	0	2	II	810	0.00%	NO
N. G STREET	10TH AVENUE NORTH	LUCERNE AVENUE	20%	4	2	II	810	0.49%	NO

**TABLE 5
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR**

2026 BUILD OUT
1/2 MILE RADIUS OF DEVELOPMENT INFLUENC
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTE 22
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITI 14

ROADWAY	FROM	TO	PM PEAK HOUR DIRECTIONAL				LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
			PROJECT DISTRIBUTION	PROJECT TRIPS	EXISTING LANES	CLASS			
10TH AVENUE NORTH	I-95	N. G STREET	50%	11	4D	II	1770	0.62%	NO
10TH AVENUE NORTH	N. G STREET	DIXIE HIGHWAY	30%	7	4D	II	1770	0.40%	NO
10TH AVENUE NORTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	5%	1	2	II	810	0.12%	NO
DIXIE HIGHWAY	FOREST HILL BOULEVARD	10TH AVENUE NORTH	20%	4	4	II	1680	0.24%	NO
DIXIE HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	5%	1	4	II	1680	0.06%	NO
FEDERAL HIGHWAY	13TH AVENUE NORTH	10TH AVENUE NORTH	3%	1	2	II	810	0.12%	NO
FEDERAL HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	2%	0	2	II	810	0.00%	NO
N. G STREET	10TH AVENUE NORTH	LUCERNE AVENUE	20%	4	2	II	810	0.49%	NO

TABLE 6
TEST 2 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR

TEST 2 - FIVE YEAR ANALYSIS
 1/2 MILE RADIUS OF DEVELOPMENT INFLUENC
 TOTAL AM PEAK HOUR PROJECT TRIPS (ENTEI8
 TOTAL AM PEAK HOUR PROJECT TRIPS (EXITI21

ROADWAY	FROM	TO	AM PEAK HOUR DIRECTIONAL				LOS E STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
			PROJECT DISTRIBUTION	PROJECT TRIPS	EXISTING LANES	CLASS			
10TH AVENUE NORTH	I-95	N. G STREET	50%	11	4D	II	1870	0.59%	NO
10TH AVENUE NORTH	N. G STREET	DIXIE HIGHWAY	30%	6	4D	II	1870	0.32%	NO
10TH AVENUE NORTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	5%	1	2	II	860	0.12%	NO
DIXIE HIGHWAY	FOREST HILL BOULEVARD	10TH AVENUE NORTH	20%	4	4	II	1780	0.22%	NO
DIXIE HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	5%	1	4	II	1780	0.06%	NO
FEDERAL HIGHWAY	13TH AVENUE NORTH	10TH AVENUE NORTH	3%	1	2	II	860	0.12%	NO
FEDERAL HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	2%	0	2	II	860	0.00%	NO
N. G STREET	10TH AVENUE NORTH	LUCERNE AVENUE	20%	4	2	II	860	0.47%	NO

**TABLE 7
TEST 2 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR**

TEST 2 - FIVE YEAR ANALYSIS
1/2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTER 22)
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITIN 14)

TATIC ROADWAY	FROM	TO	PM PEAK HOUR DIRECTIONAL				LOS E STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
			PROJECT DISTRIBUTION	PROJECT TRIPS	EXISTING LANES	CLASS			
10TH AVENUE NORTH	I-95	N. G STREET	50%	11	4D	II	1870	0.59%	NO
10TH AVENUE NORTH	N. G STREET	DIXIE HIGHWAY	30%	7	4D	II	1870	0.37%	NO
10TH AVENUE NORTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	5%	1	2	II	860	0.12%	NO
DIXIE HIGHWAY	FOREST HILL BOULEVARD	10TH AVENUE NORTH	20%	4	4	II	1780	0.22%	NO
DIXIE HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	5%	1	4	II	1780	0.06%	NO
FEDERAL HIGHWAY	13TH AVENUE NORTH	10TH AVENUE NORTH	3%	1	2	II	860	0.12%	NO
FEDERAL HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	2%	0	2	II	860	0.00%	NO
N. G STREET	10TH AVENUE NORTH	LUCERNE AVENUE	20%	4	2	II	860	0.47%	NO



March 31, 2022

Palm Beach County Engineering Department
Traffic Division
2300 North Jog Road
Floor 3E
West Palm Beach, Florida 33411

Attention: Mr. Quazi Bari, P.E.

Reference: Lake Worth Station
West Palm Beach, Florida

Dear Mr. Bari:

Please find enclosed for your review and approval the following items pertaining to the above referenced project located in the southeast corner of 10th Avenue North and N. G Street in the City of Lake Worth Beach, Florida.

1. One (1) copy of the Insignificant Traffic Impact Statement
2. One (1) copy of the Site Plan
3. TPS Review fee of \$300.00

The proposed plan of development is to consist of 81 multifamily residential dwelling units a buildout of 2026. We are respectfully requesting a letter from your Department to the City of Lake Worth Beach following your review and approval. Note the project is located within the Coastal Residential Exception Area. Thank you for your assistance with this matter.

Sincerely,

SIMMONS & WHITE, INC.

Bryan Kelley, P.E.

Enclosures

BK: x:/docs/misc/trs/kelley/22039.barisub



PROJECT NAME: LAKE WORTH STATION

PROJECT NO: 137767

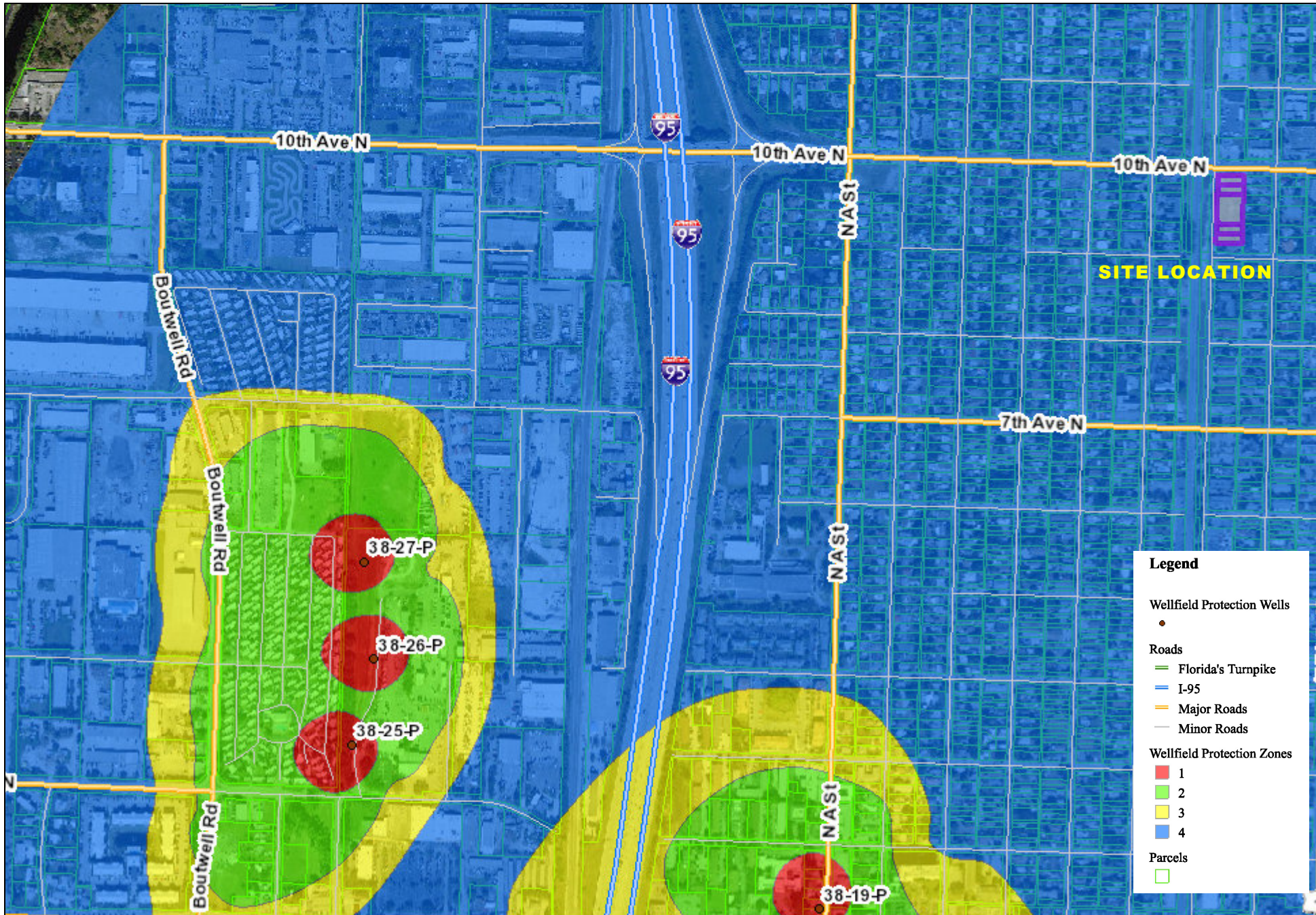
DATE: 2022-04-25

Patricia F. Ramudo, PE, LEED AP

FL Reg. No. 35798

DRAINAGE STATEMENT

The project is located at 930 N G Street, Lake Worth Beach, FL / Parcel # 38-43-44-21-15-274-0080. The proposed mixed-use project includes the construction of a residential building, surface parking and site amenities. Additionally the site will include water & sewer, stormwater facilities, and sidewalk infrastructure. The South Florida Water Management District (SFWMD) requirements include analysis of the 5 Year -1 Day, 25 Year - 3 Day, 100 Year - 3 Day storm events for lower parking inlet elevation, berm and discharge rates, and finished floor elevations respectively. Furthermore, the City of Lake Worth requires the 3 Year - 1 Hour storm event be evaluated and fully retained on-site (Code of Ordinance Sec. 18-103.). According to the Eastern Palm Beach County map included in this report, the control water table is estimated at 4.50 ft NAVD. However, the geotechnical report from TSFGEO shows the water table encountered during testing is found at elevations approximately 8-9.5 feet below ground surface, March 9th, 2022. Based on average site grade of 13.8, in the vicinity of the exfiltration tests, we established the water table at elevation 5.8 ft NAVD for a much more conservative approach. The drainage system features exfiltration trench to meet the water quality and water quantity requirements. A control structure featuring a 6" inverted triangle orifice will discharge offsite to the City storm system. The summary table below provides the final pre- vs post elevations and discharge rates for all the aforementioned storm events. Per Palm Beach County Wellfield Maps, this project site is located in Wellfield Zone 4. An Affidavit of Notification has been submitted to Palm Beach County Department of Environmental Resources Management.



Legend

- Wellfield Protection Wells
 -
- Roads
 - Florida's Turnpike
 - I-95
 - Major Roads
 - Minor Roads
- Wellfield Protection Zones
 - 1
 - 2
 - 3
 - 4
- Parcels
 -

LWS Wellfield Map

AFFIDAVIT OF NOTIFICATION

Pursuant to the Palm Beach County Unified Land Development Code, Article 14 Chapter B, Wellfield Protection, you shall provide notification to the Palm Beach County Department of Environmental Resources Management for the following activities should you store, handle, use, or produce Regulated Substances that exceed the threshold of 5 gallons, if liquid, or 25 pounds, if solid, within a wellfield zone:

- a. Application for nonresidential building permits.
- b. Application for residential building permits of 25 units or more.
- c. Applications for development subject to review by advisory planning bodies and approval by local governing authority or zoning board of appeals.

A. Project Information:
1. Name of Project Lake Worth Station
2. Property Control # 38-43-44-21-15-274-0080
3. Address of Project 930 N G Street, Lake Worth Beach, FL
(Street) (City) (State) (ZIP)

B. Owner of Property, Developer or Agent Signing Affidavit (If agent, a letter of authorization to sign for the owner must be attached.)

1. If individual, provide full legal name _____

Address _____
(Street) (City) (State) (ZIP)

Telephone _____

Owner of Property (if signed by agent) _____

2. If corporation or partnership, provide full name of corporation or partnership and relationship to corporation or partnership.

Name of Corporation or Partnership BRIDGE HOLDING LLC

Address 10135 SW 75th Place, Miami, FL 33156

Telephone 786-223-1568

Relationship to corporation or partnership Ricardo Hernandez, Owner

3. List any Regulated Substances (chemicals, fuels, oils, paints, etc.) that you intend to store, handle, use or produce at this site:

Type of Substance	Approximate Quantity
<u>N/A</u>	_____ gallons _____ pounds
_____	_____ gallons _____ pounds
_____	_____ gallons _____ pounds

I have received a copy of "Palm Beach County Unified Land Development Code, Article 14 Chapter B, Wellfield Protection Prohibitions, Restrictions, and Best Management Practices." I understand that there are restrictions and prohibitions concerning the use, handling and storage of regulated substances pursuant to the Wellfield Protection Ordinance. I also understand that certain facilities are prohibited or subject to restrictions in the various wellfield zones.

Affiant

Sworn to and subscribed before me this 25 day of April, 2022.

Kelly Regalado
Notary Public, State of Florida



KELLY REGALADO
Commission # HH 233167
Expires June 24, 2026

Return Completed Original to Department of Environmental Resources Management
2300 N. Jog Road West Palm Beach, Florida 33411-2743 telephone (561) 233-2400
Copy to Applicant/ Copy to Local Government

From: [Patricia Ramudo](#)
To: [Rosy Escobar-Penalba](#)
Cc: [Ricardo Hernandez](#)
Subject: FW: Lake Worth Station - Affidavit
Date: Tuesday, April 26, 2022 4:38:48 PM

Rosy,

PBC – ERM has received and responded to our Affidavit of Notification regarding our project. Please see Samantha’s response below and let me know if you need anything else.

Patricia Ramudo PE, LEED AP

Associate

IBI GROUP

1100 Park Central Boulevard South - Suite 3500
Pompano Beach FL 33064-2214 United States
tel +1 954 974 2200 ext 52120 fax +1 954 973 2686



NOTE: This email message/attachments may contain privileged and confidential information. If received in error, please notify the sender and delete this e-mail message.

From: Samantha Pucci <SPucci@pbcgov.org>
Sent: Tuesday, April 26, 2022 4:33 PM
To: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Subject: RE: Lake Worth Station - Affidavit

If it is solely individual residential units, a wellfield permit would not be required for this project. We only require that the contractors follow the best management practices that were included in the Affidavit of notification packet.

From: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Sent: Tuesday, April 26, 2022 4:29 PM
To: Samantha Pucci <SPucci@pbcgov.org>
Cc: Ricardo Hernandez <rihernanp@gmail.com>
Subject: RE: Lake Worth Station - Affidavit

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Samantha,

I have copied the Owner/Developer to confirm this response. At this time, there is no plan for a pool or club house, nor am I aware of a proposed on-site generator.

Patricia Ramudo PE, LEED AP

Associate

IBI GROUP

1100 Park Central Boulevard South - Suite 3500
Pompano Beach FL 33064-2214 United States
tel +1 954 974 2200 ext 52120 fax +1 954 973 2686

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[\[ibigroup.com\]](#)

NOTE: This email message/attachments may contain privileged and confidential information. If received in error, please notify the sender and delete this e-mail message.

From: Samantha Pucci <SPucci@pbcgov.org>
Sent: Tuesday, April 26, 2022 4:24 PM
To: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Subject: RE: Lake Worth Station - Affidavit

Patricia,

I received the Affidavit after my phone call.

With this being a residential development, my question would be in relation to the wellfield area, is if there are any plans of a pool, onsite generator or a maintenance closet for a club house?

Samantha Pucci
Resources Protection
Environmental Resources Management
(561)233-2523
fax: (561) 233-2414

From: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Sent: Tuesday, April 26, 2022 3:31 PM
To: Samantha Pucci <SPucci@pbcgov.org>
Cc: Ricardo Hernandez <rihernanp@gmail.com>
Subject: Lake Worth Station - Affidavit

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Samantha,

Thank you for your phone call. The Affidavit was delivered by Fedex this morning but is herein attached.

We appreciate your assistance. Please let me know if you need any other documents or information.

Patricia Ramudo PE, LEED AP

Associate

IBI GROUP

1100 Park Central Boulevard South - Suite 3500
Pompano Beach FL 33064-2214 United States
tel +1 954 974 2200 ext 52120 fax +1 954 973 2686

[\[linkedin.com\]](#) [\[can01.safelinks.protection.outlook.com\]](#) [\[twitter.com\]](#)
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SFWMD SURFACE WATER MANAGEMENT LICENSE

DRAINAGE CALCULATIONS

FOR

LAKE WORTH STATION

AT

LAKE WORTH BEACH, FL

PREPARED BY: IBI GROUP

DATE: 2022-04-05
FILE 137767



SFWMD SURFACE WATER MANAGEMENT CALCULATIONS

PROJECT NAME: LAKE WORTH STATION

PROJECT NO: 137767

DATE: 2022-04-05

Patricia F. Ramudo, PE, LEED AP
FL Reg. No. 35798

PROJECT NARRATIVE:

The project is located at 930 N G Street, Lake Worth Beach, FL / Parcel # 38-43-44-21-15-274-0080. The proposed mixed-use project includes the construction of a residential building, surface parking and site amenities. Additionally the site will include water & sewer, stormwater facilities, and sidewalk infrastructure. The South Florida Water Management District (SFWMD) requirements include analysis of the 5 Year -1 Day, 25 Year - 3 Day, 100 Year - 3 Day storm events for lower parking inlet elevation, berm and discharge rates, and finished floor elevations respectively. Furthermore, the City of Lake Worth requires the 3 Year - 1 Hour storm event be evaluated and fully retained on-site (Code of Ordinance Sec. 18-103.). According to the Eastern Palm Beach County map included in this report, the control water table is estimated at 4.50 ft NAVD. However, the geotechnical report from TSFGEO shows the water table encountered during testing is found at elevations approximately 8-9.5 feet below ground surface, March 9th, 2022. Based on average site grade of 13.8, in the vicinity of the exfiltration tests, we established the water table at elevation 5.8 ft NAVD for a much more conservative approach. The drainage system features exfiltration trench to meet the water quality and water quantity requirements. A control structure featuring a 6" inverted triangle orifice will discharge offsite to the City storm system. The summary table below provides the final pre- vs post elevations and discharge rates for all the aforementioned stormevents.

1. PROPOSED PROJECT LAND USE

TOTAL AREA AREA (ACRES)	BUILDING AREA		PERVIOUS AREA		IMPERVIOUS AREA	
	(ACRES)	%	(ACRES)	%	(ACRES)	%
1.084	0.32	29.33	0.41	37.89	0.355	32.78
1.084	0.32	29.33	0.41	37.89	0.355	32.78

Total Site Summary:

Site area (ac)	1.084	100%	
Building area (ac)	0.318	29%	
Impervious area (ac)	0.355	33%	
Pervious area (ac)	0.411	38%	1.08

2. FLOOD AND RAINFALL CRITERIA

3 year, 1 Hour **	2.60	inches	City of LW req.
5 year, 1 day storm *	7.00	inches	Parking
25 year, 3 day storm *	12.30	inches	Perimeter
100 year, 3 day storm *	16.20	inches	Finish Floor Elevation

* SFWMD - Rainfall Maps

** FDOT IDF CURVE - ZONE 10

3. COMPUTE SOIL STORAGE

	Pre-	Post-		
Control elevation **	4.50	4.50	'NAVD	<i>Palm Beach County Water Table Map</i>
Estimated Seasonal HWT Elevation	5.80	5.80	'NAVD	<i>TSF Geotech Report (03/11/2022)</i>
Average site elevation	14.40	15.25	'NAVD	<i>Topographic Survey and PGD</i>
Depth to water table	8.60	9.45	ft.	
	Pre	Post		
Available ground storage - 25% compaction	8.18	8.18	inches	
Pervious Area within the site area	1.08	0.41	acres	Open area + Pervious Concrete
Soils Storage S per SFWMD criteria	8.18	3.10	inches	

4. WATER QUALITY REQUIREMENTS

1) Based on the first 1" of runoff over total site			
Site area	1.08	acres	
Required retention	1.08	acre-in	
	0.09	ac-ft	
2) Based on 2.5 inches times percent impervious			
a) Site area (Total Project -(Building+Lake)	0.77	acres	
b) Impervious area (Site area - pervious)	0.36	acres	
c) Percent impervious	46.39%		
d) Inches to be treated (2.5" x % impervious)	1.16		
e) Req Volume (inches to be treated x(Total site -Lake)	1.26	acre-in	
Required Volume	0.10	ac-ft	

The required Water Quality Volume to be treated is : 0.10 ac-ft

If this is a project on commercial zoned land, 0.5 in. of dry retention/detention must be provided.

3) Compute pretreatment volume based on 1/2" inches of runoff			
Total site - Lake	1.08	acres	
Required pretreatment based on 1/2"	0.54	acre-in	
	0.05	acre-ft	

5. PROVIDED WATER QUALITY

a) Proposed exfiltration trenches (refer to next page)

	Required (AF)	Provided (AF)	Check	Storage Stage Met
Proposed Exfiltration Trenches		0.50		
Total Dry Water Quality	0.10	0.50	PASS	11.15
Pretreatment Volume	0.05	0.50	PASS	

6. WATER QUANTITY CRITERIA

Compute Runoff 3 Yr Storm			
Rainfall (P)	2.60	in	$Q = \frac{(P - 0.2S)^2}{P + 0.8S}$
Runoff (Q)	0.77	in	
Runoff Volume (0.07	ac-ft	$V=Q*A/12$

Fully retained on site at EL 8.38' (Refer to Stage Storage Table)

Volume Provided in Exfiltration Trenches

Exfiltration Trench Calculations

$$L = V / (K(H_2^2 W + 2H_2^2 Du - Du^2 + 2^*H_2^2 D_s) + (1.39 \times 10^{-4}) * W * Du)$$

$$V = L * (K(H_2^2 W + 2H_2^2 Du - Du^2 + 2^*H_2^2 D_s) + (1.39 \times 10^{-4}) * W * Du)$$

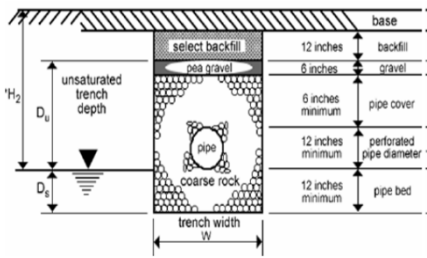
Design Information:

W = Trench Width: 10 ft
 K = Hydraulic Conductivity: 6.92E-05 cfs*sq ft-ft head (average of 2 field tests)
 H2 = Depth to Water Table: 9.00 ft
 Du = Non-Saturated Trench Depth: 8.00 ft
 Ds = Saturated Trench Depth: 0.00 ft
 L = Length provided: 260 ft

Provided Storage in Exfiltration Trenches =

5.950 ac-in

0.496 ac-ft



15 ft NAVD - Lowest Inlet Elevation at Exfil trench
Limerock base and asphalt depth = 0.75'
 14 ft NAVD - Top of Trench
 1.5 ft, Diameter of Perforated Pipe
 10.50 ft NAVD - Invert of Perforated HDPE
 6.00 ft NAVD - Bottom of Trench Elevation
 5.80 ft NAVD - High water Table Elevation

Discharge Calculations at 25 year Storm event

Pre-development discharge

	C	A	C x A	C (w avg)
Open	0.3	1.084	0.325	
Impervious	0.95	0.000	0.000	
Total		1.084		0.30

Q=CIA 2.77 cfs

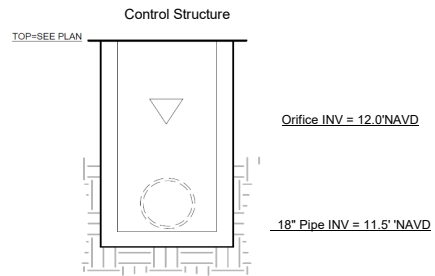
I = 8.5 in/hr *

*(FDOT IDF Curve - Zone 10)

Post-development discharge to 17th Ave

Q 0.82 < 2.77 csf Passed

Refer to Cascade Analysis for 25 Year - 3 Day storm event



Proposed Site Discharge is via a 6" inverted triangle orifice at EL 12.00 ft NAVD

Flood Routing Summary

REFER TO CASCADE ROUTINGS

Storm Event	Pre	Post	Comment
3 year - 1 Hour	13.26	9.09 ft' NAVD	fully retained on-site
5 Year - 1 day	14.37	14.04 ft' NAVD	Min Inlet EI = 15.00
25 Year - 3 day	14.86	14.37 ft' NAVD	Min Perimeter EI = 14.50
100 year - 3 day	15.16	15.95 ft' NAVD	Min FFE 16.50



Deco Green - Pre- Development Storage Analysis

Grading Criteria

	Description	Acreage ac.	Low EL ('NAVD) ft	High EL. ('NAVD) ft
A	Building	0.000	0	0
B	Pervious/Landscpae	1.084	13.70	15.10
C	Parking-Impervious	0.000	0.00	0.00

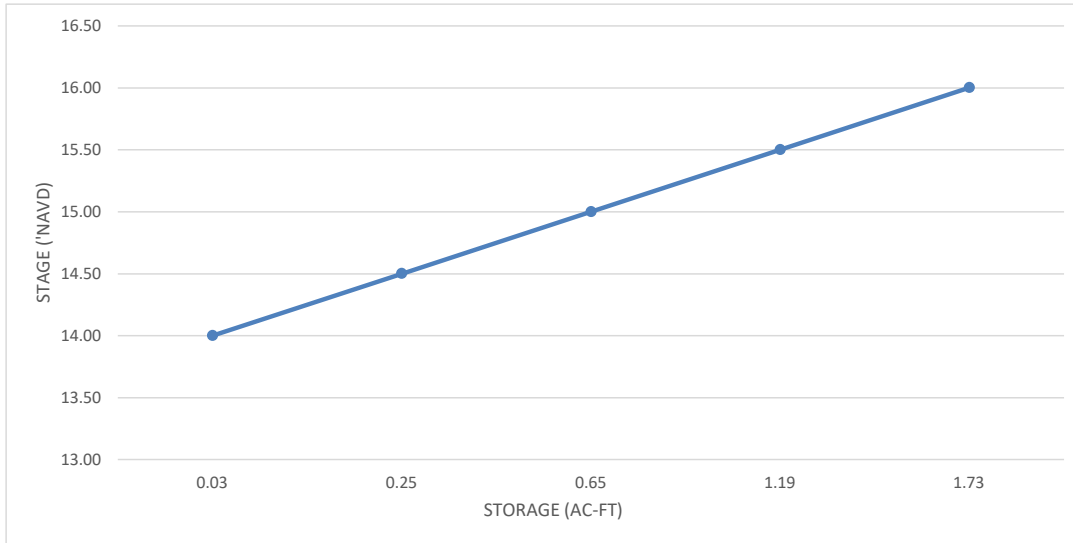
Stage Storage

Stage	Site Storage	Retention Storage	Total Storage
'NAVD	ac-ft	ac-ft	ac-ft
13.00	0.00	0	0.00
14.00	0.03	0	0.03
14.50	0.25	0	0.25
15.00	0.65	0	0.65
15.50	1.19	0	1.19
16.00	1.73	0	1.73

Note: Datum Conversion

'NGVD - 1.5'75 = 'NAVD

Stage Storage Curve Table





Deco Green- Post-Development Storage Analysis

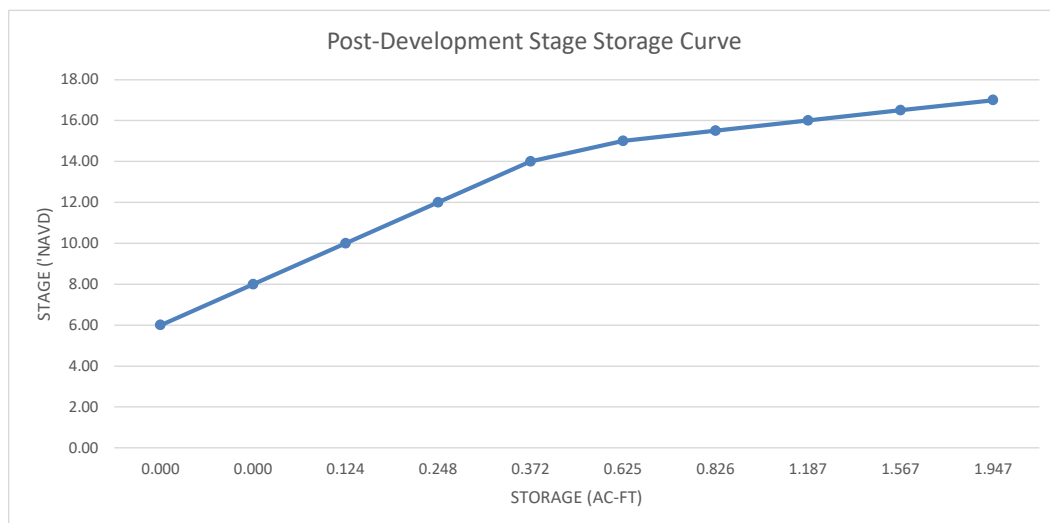
Grading Criteria

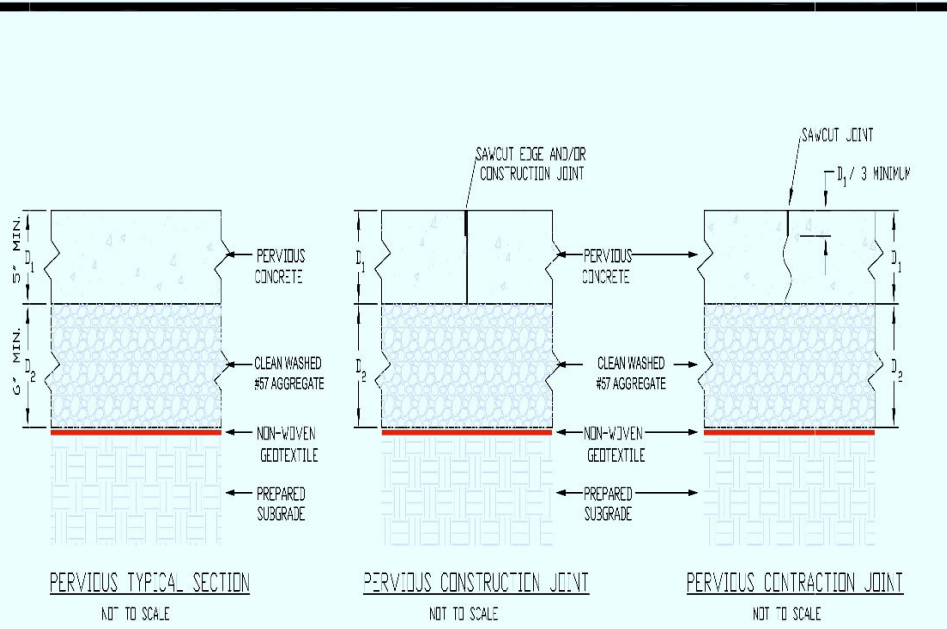
	Description	Acreage	Low EL ('NAVD)	High EL. ('NAVD)	
		ac.	ft	ft	
A	Building	0.318	0.00	0.00	
B	Parking-Impervious	0.355	15.00	16.00	
C	Pervious/Landscape	0.411	14.50	15.75	
D	Pervious Concrete	0.503	15.00	16.00	pro-rate storage in subsurface pervious concrete see perv conc analysis, volume stored =6569 cf = 0.151 af
E	Exfiltration Trench		7.00	15.00	Volume Stored = 6569 0.151 Volume Stored = 0.496 acre-feet

Stage Storage

Stage	Site Storage	Trench Storage	Perv Conc	Total Storage
'NAVD	ac-ft	ac-ft	ac-ft	ac-ft
6.00	0.00	0.00	0.00	0.000
8.00	0.00	0.000	0.000	0.000
10.00	0.00	0.124	0.000	0.124
12.00	0.00	0.248	0.000	0.248
14.00	0.00	0.372	0.000	0.372
15.00	0.04	0.434	0.151	0.625
15.50	0.21	0.465	0.151	0.826
16.00	0.54	0.496	0.151	1.187
16.50	0.92	0.496	0.151	1.567
17.00	1.30	0.496	0.151	1.947

Note: Datum Conversion
'NGVD - 1.5' = 'NAVD'





PLACEMENT



CURING

NOTES:

1. PERVIOUS CONCRETE MUST BE SUPPLIED AND INSTALLED BY NRMCA CERTIFIED PRODUCERS AND CONTRACTORS.
2. JOINTS, IF SPECIFIED, TO BE SAWCUT 48 TO 60 HOURS AFTER PLACEMENT OF CONCRETE.
3. PERVIOUS CONCRETE MUST BE COVERED WITH 6 MIL PLASTIC, SECURELY FASTENED ON THE EDGES AND ACROSS THE TOP, FOR A MINIMUM OF SEVEN (7) DAYS.
4. D1 AND D2 AS PER THE PLANS AND SPECIFICATIONS.
5. D1 HAS A 5" MINIMUM THICKNESS
6. D2 HAS A 6" MINIMUM THICKNESS

Digitally signed
PATRICIA F RAMUDO
 Date: 2022.01.04 14:49:05 -05'00'

PERVIOUS CONCRETE PAVEMENT SECTION

FOR:

SCALE: NONE
 DRAWN BY: **KMJ**
 DATE: 1/17/16

KEN JUSTICE P.E.
 SHAWNEE COUNTY
 LOCAL PAVING
 1036 WOODS LANE
 AMES, IA 50002
 (515) 716-8870
 kjustice@nrmca.org





CFN 20220034421

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AMT 1,082,385.87
Doc Stamp 7,576.80
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 1687 - 1688; (2pgs)

Prepared by and return to:

John L. Marro
Marro Law, P.A.
950 S. Pine Island Road Suite A-150
Plantation, FL 33324
File Number: 21-141
Will Call No.: 9547278215

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 27 day of **December, 2021** between **Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997,** whose post office address is **123 Lake Arbor Drive, Palm Springs, FL 33461,** grantor, and **BRIDGE HOLDING LLC, a Delaware limited liability company** whose post office address is **10135 SW 75th Pl., Miami, FL 33156,** 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:

PARCELS 2 & 3:

Lots 7 and 8, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCELS 4 & 5:

Lots 3, 4, 5 and 6, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCEL 6:

Lot 2, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

- Parcel Identification Number:**
- 38-43-44-21-15-274-0080
 - 38-43-44-21-15-274-0070
 - 38-43-44-21-15-274-0040
 - 38-43-44-21-15-274-0030
 - 38-43-44-21-15-274-0020

Subject to taxes for 2022 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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: 123 Lake Arbor Drive, Palm Springs, FL 33461.


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

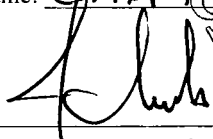
To Have and to Hold, the same in fee simple forever.

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, 2021**.

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: GARRY M. GLICKMAN


Witness Name: Nicolas Boto

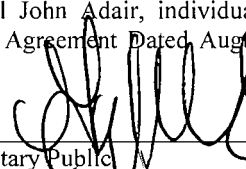
The John Adair Revocable Trust Under Agreement Dated August 1, 1997

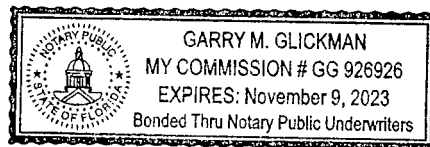
By: Michael Adair
Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of December, 2021 by Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997. He is personally known or has produced a driver's license as identification.

[Notary Seal]


Notary Public
Printed Name: _____
My Commission Expires: _____



OWNER'S POLICY OF TITLE INSURANCE
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

(Covered Risks continued)

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *C. Monroe* President
Attest *David Wald* Secretary

SERIAL
OF6-8985255

(Covered Risks continued)

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

- (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
 - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
 - (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
 - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
 - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
 - (j) "Title": The estate or interest described in Schedule A.
 - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant

in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.


- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

**Old Republic National
Title Insurance Company**

OWNER'S
TITLE INSURANCE
POLICY



**For information about coverage or
assistance in resolving complaints,
call (612) 371-1111.**

Offices at
400 Second Avenue South
Minneapolis, Minnesota 55401

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule A

Policy No.:
OF6-8985255

Date of Policy:
January 24, 2022 @ 10:04 AM

Agent's File Reference:
21-141

Amount of Insurance: \$1,200,000.00

Premium: \$6,195.00

Address Reference: 906, 922, 926, & 930 N G St., Lake Worth, FL 33460

1. Name of Insured: Bridge Holding LLC, a Delaware limited liability company
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 20220034420 in Official Records Book 33244, Page 1685, of the Public Records of Palm Beach County, Florida and as Document No. 20220034421 in Official Records Book 33244, Page 1687, of the Public Records of Palm Beach County, Florida.
3. Title is vested in: Bridge Holding LLC, a Delaware limited liability company
4. The Land referred to in this policy is described as follows:

PARCEL 1:

Lot 10, Block 272, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Less that certain portion of premises as recorded in O.R. Book 1445, Page 402, Public Records of Palm Beach County, Florida.

PARCELS 2 & 3:

Lots 7 and 8, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCELS 4 & 5:

Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

Agent No.: 38123

Issuing Agent:

**Marro Law, P.A.
950 S. Pine Island Road
Suite A-150
Plantation, FL 33324**



Agent's Signature

Old Republic National Title Insurance Company

OWNER'S POLICY **Schedule A (Continued)**

Policy No.:
OF6-8985255

Agent's File Reference:
21-141

Lots 3, 4, 5 and 6, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCEL 6:

Lot 2, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule B

Policy No.:
OF6-8985255

Agent's File Reference:
21-141

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements or claims of easements not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. All matters contained on the Plat of The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.
8. Easement Agreement between John Adair and the City of Lake Worth recorded in O.R. Book 10198, Page 459, Public Records of Palm Beach County, Florida. (As to PARCEL 1)
9. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded June 9, 1978, under O.R. Book 2874, Page 878, Public Records of Palm Beach County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Sec. 270.11, F.S. (As to Lot 3, 4, and 5, Block 274)
10. Mortgage in the sum of \$1,150,000.00 from BRIDGE HOLDING LLC, a Delaware limited liability company to T&G Investment Partners LLC dated 1/20/2022 and recorded 1/24/2022 in Official Records Book 33244, Page 1689, as Document No. 20220034422 of the Public Records of Palm Beach County, Florida.

ALTA ENDORSEMENT 9.1-06
RESTRICTIONS, ENCROACHMENTS, MINERALS - OWNER'S POLICY - UNIMPROVED LAND
(With Florida Modifications)

Old Republic National Title Insurance Company

Endorsement No. 1 to Policy No. **OF6-8985255**

The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

The Company insures the insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B.
 - (a) Present violations on the land of any enforceable covenants, conditions or restrictions.
 - (b) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land, (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
 - (c) Any encroachment onto the land of existing improvements located on adjoining land.
 - (d) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.

2. Damage to buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraph 1(a) the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or limitations relating to environmental protection.

The failure to expressly except any matter delineated in paragraphs 1(a), (b) or (d) of this endorsement constitutes the Company's agreement to indemnify against loss or damage resulting from any matters delineated in paragraphs 1(a), (b) or (d) only and provides no coverage for any other matters set forth in the covenants, conditions and restrictions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Marro Law, P.A.
Name of Agent

38123
Agent No.



Agent's Signature

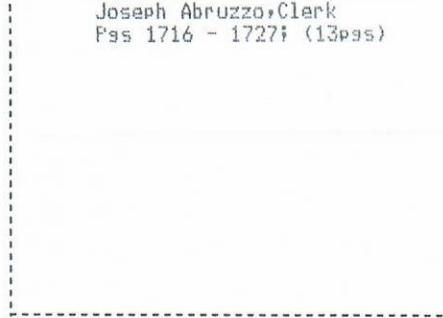
By **Old Republic National Title Insurance Company**
Carolyn Monroe
President



CFN 20220034424

DR BK 33244 PG 1716
RECORDED 01/24/2022 10:04:07
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 1716 - 1727; (13pgs)

DOCUMENT COVER PAGE



(Space above this line reserved for recording office use)

Document Title: RESTRICTIVE COVENANT
(Mortgage, Deed, Etc.)

Return Document To / Prepared By:
MARRO LAW PA
950 S PINE ISLAND RD, SUTE A-150
PLANTATION, FL 33324

Rule 2.520 (d) On all ... documents prepared ...which are to be recorded in the public records of any county ... a 3 - inch by 3 - inch space at the top right-hand corner on the first page and a 1 - inch by 3 - inch space at the top right-hand corner on each subsequent page shall be left blank and reserved for use by the clerk of court.

MASTER DECLARATION OF RESTRICTIVE COVENANTS
FOR THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM
IN ACCORDANCE WITH THE PALM BEACH COUNTY
UNIFIED LAND DEVELOPMENT CODE (RENTAL DEVELOPMENT)

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Covenant"), IN ACCORDANCE WITH THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM (WHP), is made by and executed this 14 day of January 2022, by Bridge Holding LLC (the "Declarant") for Lake Worth Beach Station, located at 930 North G Street, Lake Worth Beach, Florida.

Declarant is the Owner of that certain property which is described in Exhibit "A", attached hereto and made a part hereof (the "Property"). Declarant has agreed to execute and record this Covenant whereby the units described in Exhibit "B", attached hereto and made part hereof, shall be owned, held, transferred, sold, conveyed, leased, used, occupied, mortgaged, or otherwise encumbered, by and subject to the provisions and restrictions of this Covenant.

1. Definitions: In this Covenant, the following words and phrases shall have the meaning indicated, unless the context requires otherwise.
 - a. "Compliance Period" means a period of thirty (30) years (non-recurring) commencing from the date of occupancy of the first WHP Unit. In the event the Development containing Required WHP Units is sold prior to expiration of the thirty (30) year term, the new Owner assumes the requirement for the number of remaining years as of the date of sale (other than a foreclosure sale of an Eligible Mortgage or a deed in lieu of foreclosure transfer).
 - b. "County" means Palm Beach County, a political subdivision of the State of Florida.
 - c. "Declarant" means Bridge Holding LLC, and its successors or assigns, including any or all successors or assigns holding an interest in a Required WHP Unit. This does not include any Institutional Lender holding an interest in a Required WHP Unit or any interest in the Property or any Resident who holds an interest under its Lease.
 - d. "Development" means the residential development in Palm Beach County, Florida, to be known as Lake Worth Beach Station, located at 930 North G Street, Lake Worth Beach, Florida
 - e. "Eligible Household" means a household with a total income within the following income categories: Low (>60 to 80%), Moderate 1 (>80 to 100%), Moderate 2 (>100 to 120%) and Middle (>120 to 140%) calculated as percentages of the Median Family Income (MFI) for Palm

Beach County, as published annually by the United States Department of Housing and Urban Development (HUD).

- f. "Eligible Mortgage" means any mortgage, deed of trust, or other security instrument held by an Institutional Lender.
- h. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, credit union or any other lender generally recognized as an institutional lender, or any assignee or designee thereof, that is independent from the Owner.
- i. "Lease" means a written lease agreement conveying the right to the regular, exclusive occupancy of a unit including any Required WHP Unit in the Development by a person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- j. "Lease Addendum" means the document executed and notarized by the Resident and Owner, and forwarded to the Monitoring Entity, at the time of initial lease execution, providing income information and qualifying the household as an Eligible Household.
- l. "Monitoring Entity" shall mean the Palm Beach County Administrator, his/her designee or another department or other entity assigned the responsibility by the Palm Beach County Administrator.
- m. "Owner" means the record title holder of the Development containing Required WHP Units, but specifically not including (i) any Institutional Lender, (ii) any holder or beneficiary of a mortgage or other form of security instrument affecting title to the Required WHP Units, (iii) any party acquiring title to the Property through a foreclosure sale of an Eligible Mortgage or a deed in lieu of foreclosure transfer of ownership. Declarant shall be deemed to be the Owner of the Development containing Required WHP Units until such time as Declarant conveys fee title of such Development containing Required WHP Units to another Owner.
- n. "Rental Floor" means the WHP rental price range in effect for each rental unit's income category at the time of approval of the Development.
- o. "Required Workforce Housing Program (WHP) Units" means those units within the Development for which the income and rent restrictions set forth in this Covenant shall be recorded in accordance with the provision of Section 6 of this Covenant, pursuant to Article 5.G.1 of the Unified Land Development Code. The number of Required WHP Units and the

income and rent categories of each unit are identified in Exhibit "B", attached hereto and made a part hereof.

- p. "Resident" means any person other than an Owner occupying all or any portion of any Required WHP Unit in the Development pursuant to a Lease.
2. Exchange Option and Number of Required Workforce Housing Units: The thirty-nine (39) WHP units subject to this covenant are provided by the Declarant at the Lake Worth Beach Station Development pursuant to Section 5.G.1.C.4.b.2. Offsite Option 2 – Offsite Construction/Exchange Builder of the Unified Land Development Code, in an Exchange transaction between the Declarant and GL Homes.

Per Section 5.G.1.C.4.b. of the Unified Land Development Code, any for-sale developments that opt to provide the Required WHP units as off-site rentals shall have a WHP obligation of 1.5 times the number of Required WHP units.

Thirty-eight (38) of the Required WHP units subject to this covenant address the obligation associated with 25 of the 53 WHP units required for the Boca Raton Municipal Golf Course Development, Control Number 1981-00019. The County agrees that the remaining Workforce Housing Unit subject to this Covenant shall be available to use and receive credit on a future residential development by GL Homes to be located in Palm Beach County, Florida, as approved in connection with the approval of such other developments.

3. Occupancy of Required Units: The Owner is obligated to provide all of the Required WHP Units within the Development. The particular units which are designated as Required WHP Units may vary from time to time as long as there are the required number of WHP Units within the development, allocated within the income ranges identified herein. The Required WHP Units shall be leased and occupied only by Eligible Households.
4. Certification of Eligible Households: Owner shall obtain documentation of eligibility (meeting income standards as defined in this Covenant) prior to entering into a Lease for any Required WHP Unit. The Owner shall require at initial Lease execution that the Resident and the Owner execute a Lease Addendum certifying the household income as an Eligible Household. This addendum shall serve as the income verification information qualifying the Resident for occupancy of the Unit.

Said addendum shall be notarized. The Owner shall forward the notarized addendum to the Monitoring Entity within ten (10) business days of execution of the Lease. The Monitoring Entity shall advise Owner of sufficiency of Lease Addendum within ten (10) business days of receipt.

Owner shall not require consent or approval of the Monitoring Entity prior to entering into a Lease. The Owner may substitute another unit if one of the tenants is deemed ineligible.

5. Rents: Rent ranges for Required WHP Units shall be published annually by the County based upon the annual "Florida Housing Finance Corporation Family Rental Programs" schedule published annually by Florida Housing Finance Corporation, and shall take into account the number of bedrooms contained in each unit. In the event the Florida Housing Finance Corporation Family Rental Program schedule is no longer published, Palm Beach County will use an alternative source employing a similar formula. Owner shall have the right during the term of the Compliance Period to set rents for the Property for each income category anywhere between the low and top end of the rent range published for that year for the income category and bedroom count. The Owner shall have the right to lease a Required WHP Unit in a higher income category to a lower income Resident provided the Owner assesses rent that does not exceed the Resident's income category.

6. Utility Allowance: Owner may choose to include one or more utilities in the rent. Required WHP Units that do not include utilities must provide a utility allowance in the form of a rent reduction as follows: \$50.00 per month for one (1) or two (2) bedroom units, \$75.00 per month for three (3) or four (4) bedroom units. When one or more utility cost(s) are included within the WHP rent, and reasonable, reliable and verifiable documentation is provided that indicates the total utility cost included within the WHP rent meets or exceeds the stated utility allowance cost, then the utility allowance requirement would be waived. If the utility costs are less than the prescribed utility allowance, the difference shall be credited to the WHP Resident. For purposes of this provision utilities shall include, but not be limited to, water, sewer, gas and electric.

7. Rental Floor: A floor on monthly rents shall be established as follows:

2021 WHP Rental Floor Rents

Income %	Studio	1 BR	2 BR	3 BR	4 BR
60% - 70%	\$ 900 - 1,050	\$ 963 - 1,124	\$1,156 - \$1,349	\$1,335 - \$1,558	\$1,489 - \$1,738
>70% - 80%	\$1,050 - \$1,200	\$1,124 - \$1,285	\$1,349 - \$1,542	\$1,558 - \$1,781	\$1,738 - \$1,986
>80% - 90%	\$1,200 - \$1,350	\$1,285 - \$1,446	\$1,542 - \$1,735	\$1,781 - \$2,004	\$1,986 - \$2,235
> 90% - 100%	\$1,350 - \$1,500	\$1,446 - \$1,606	\$1,735 - \$1,928	\$2,004 - \$2,226	\$2,235 - \$2,483
>100% - 110%	\$1,500 - \$1,650	\$1,606 - \$1,767	\$1,928 - \$2,121	\$2,226 - \$2,449	\$2,483 - \$2,731
>110% - 120%	\$1,650 - \$1,800	\$1,767 - \$1,927	\$2,121 - \$2,313	\$2,449 - \$2,671	\$2,731 - \$2,979

>120% - 130%	\$1,800 - \$1,950	\$1,927 - \$2,088	\$2,313 - \$2,506	\$2,671 - \$2,894	\$2,979 - \$3,227
>130% - 140%	\$1,950 - \$2,100	\$2,088 - \$2,248	\$2,506 - \$2,698	\$2,894 - \$3,116	\$3,227 - \$3,475

Notwithstanding anything else contained in this Covenant, if rent ranges published annually by the County fall below the Rental Floor provided above, Required WHP Units are not required to be rented at a price below the established Rental Floor, though an owner may opt to do so.

8. Recording and Term of Covenant: This Covenant shall be recorded prior to the issuance of the first building permit for the Development and the Compliance Period shall commence upon occupancy of the first Required WHP Unit and shall expire thirty (30) years (non-recurring) thereafter. In the event the Development containing Required WHP Units is sold prior to expiration of the thirty (30) year term (other than as a result of a foreclosure sale of an Eligible Mortgage or deed in lieu of foreclosure transfer of ownership), the new Owner assumes the requirement for the number of remaining years for the WHP Compliance Period as of the date of sale.

If the Development is converted into a condominium or other "for sale" project (other than by a subsequent Owner after a foreclosure sale of an Eligible Mortgage or deed in lieu of foreclosure transfer of Ownership), then prior to entering into the first contract for the sale of a Required WHP Unit as a "for sale" unit, the Owner of the Development shall enter into a new Covenant for a "for sale" project in accordance with the current restrictions for such units as established by the Monitoring Entity and shall require all purchasers to abide by the restrictions.

9. Restriction: Declarant shall include in every lease for a Required WHP Unit, a restriction stating as follows:

"This unit is to be leased to and occupied by an Eligible Household, in accordance with the MASTER DECLARATION OF RESTRICTIVE COVENANTS FOR THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM recorded in OR Book ___ and Page ___ of the Public Records of Palm Beach County, Florida. Owner is obligated to verify income and submit to the Monitoring Entity the Lease Addendum signed by the Resident and Owner properly notarized certifying the Resident as an Eligible Household as required under this Covenant. Income verification information may include (i) W-2 (ii) copy of Resident's pay stub (iii) banking information, or similar types of financial information as deemed reasonably necessary by Owner to ensure the Resident is an Eligible Household as provided for in this Covenant. False or fraudulent or misleading income information submitted by a Resident when applying to live in a unit is grounds for a lease or rental termination, rescission and/or eviction. The Monitoring Entity shall have the right to inspect and monitor the use of this unit to insure compliance with

this Covenant, and the Resident is obligated to provide income and other related information to the County upon request. Owner shall have the right to set rents up to the top of the rent range for the lease year, based on the unit bedroom count and the income category determined at the time of initial lease. “

10. Compliance:

- a. The Owner of the Development shall disclose the terms of this Covenant to any subsequent owners, successors and assigns, in any and all sales documents, agreements, lease agreements, etc. and in deeds, leases or other instruments conveying an interest in the Development. It is further agreed that the covenants and restrictions herein are for public purposes, but only made for the benefit of the County, its successors, and/or assigns, and no third party shall have enforcement rights hereunder.
- b. Should amendment(s) be made to the Workforce Housing Program during the term of this Covenant, the Owner shall have the right but not the obligation to request changes to this Covenant. The Monitoring Agency agrees to work with the Owner to amend this Covenant through all necessary and normal procedures, which are subject to the approval of the County, at its sole and absolute discretion.

11. Monitoring and Annual Reporting for Required WHP Units: The Owner of this Development, its successors and assigns, shall furnish to the Monitoring Entity such information about the Required WHP Units as the County may reasonably request at each occasion of change in occupancy, including, but not limited to, the identity of the Eligible Household, the identity of the occupants, and the Lease Addendum signed and certified by the Resident and the Owner certifying the household income as collected by the Owner at the time of leasing (but in no event other private financial information of Residents) all for the purposes of assuring compliance with this Covenant. The owner shall only be required to collect such income information as deemed reasonably necessary by the Owner to ensure the Resident is an Eligible Household as provided for in this Covenant.

During the Compliance Period, the Owner of the Development containing Required WHP Units shall provide to the Monitoring Entity an annual report detailing compliance with the terms of this Covenant. The annual report shall be on a form or forms provided by the Monitoring Entity and shall contain sufficient information and documentation to prove the compliance of each Required WHP Unit with the terms of this Covenant. At minimum, the Annual Report shall include:

- a. For each required WHP Units, the unit number, the number of bedrooms, and the Income Category;
- b. The Resident of each Required WHP Unit, date of occupancy, and household income at time of occupancy;
- c. For Residents assuming occupancy in the year prior, confirmation that the Owner certified the income eligibility of the Eligible Household occupying the Required WHP Unit at the time of occupancy and provided the lease addendum to the Monitoring Entity;
- d. The monthly rental rate, utility allowance, and other charges or credits, if any, applied to each Required WHP Unit, consistent with the requirements of the Covenant; and,
- e. The name and contact information of the property manager employed by the Owner of this Development, identifying any change from the previous year's report.

The Monitoring Entity shall be provided the right to enter the management office for the purposes of reviewing Residents' files to ensure the Owner is in compliance with the provisions of this Covenant. All records shall be maintained within Palm Beach County and be available during normal business hours. The County shall have the right to copy any records related to performance of compliance with this Covenant. If the Monitoring Entity determines that the household occupying a Required WHP Unit is not an Eligible Household or is deemed eligible but not within the identified income category, then the Monitoring Entity shall notify the Owner of that determination. The Owner may substitute another unit meeting the requirements of Exhibit B if household is deemed ineligible.

12. Covenant to Run with the Land: It is intended and agreed that this Covenant and the restrictions contained in this Covenant shall run with the land constituting the Property and shall be binding upon any subsequent owner(s) of the Property, its successors and assigns for the benefit of and shall be enforceable by the County and its successors and assigns, and shall be binding on all parties and all persons claiming under it for the Compliance Period of this Covenant, provided however, that this Covenant shall be junior, subordinate and inferior to the lien of a holder of any first mortgage on the Development and in the event of a foreclosure sale by such holder or a deed in lieu of foreclosure transfer of ownership (or its successors or assigns) the terms of this Covenant shall be extinguished as follows.

- a. Third Party Notice Provision - Right of First Refusal: The Declarant/Owner shall require all loan/financing documentation for this Development to contain a provision that at the initiation of any formal foreclosure proceedings, the lender shall provide the County with a Notice of Pending Foreclosure, in order to provide the County the right to cure, or assume the loan within ninety (90) days of receipt of this Notice, in order to protect the County's investment in this Development. Notwithstanding anything contained herein to the contrary, Lender shall not

be obligated to remain at a standstill during the notice period and shall have the right to prosecute its claim against Owner but Lender shall not have the right to finalize its foreclosure proceedings or accept a deed in lieu of foreclosure transfer of ownership until expiration of the ninety (90) days day notice period. This notice shall be provided to both the Executive Director, and the Director of Planning, Palm Beach County Planning, Zoning, and Building Department, 2300 N. Jog Road, West Palm Beach, Florida, 33411-2741 .

- b. Should the ninety (90) days Right of First Refusal time frame pass, the applicable affordability restrictions will terminate only if the lender (holder of a first mortgage) is an Institutional Lender, and upon occurrence of any of the following termination events: (1) foreclosure of an Eligible Mortgage, (2) transfer by deed in lieu of foreclosure of an Eligible Mortgage, or (3) assignment of an FHA insured mortgage to HUD.

13. Further Assurances: The County shall from time to time, within a reasonable response time consistent with the public records statute, after a written request from an Institutional Lender, execute, acknowledge and deliver a statement (i) certifying that this Covenant is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Covenant as so modified, is in full force and effect, (ii) acknowledging that there are not, to the County's knowledge, any uncured defaults, or specifying such defaults if any are claimed, and (iii) certifying such other matters as such Institutional Lender may reasonably request.

The County shall, upon request of any Institutional Lender, execute and deliver such further documents, agreements, and/or information as necessary to effectuate the subordination of this Covenant to any Eligible Mortgage provided that the County determines the form and content of such documents is legally sufficient and is consistent with this Covenant.

14. Modifications: This Covenant shall not be extinguished, enlarged, modified, or replaced except with written authorization of the Board of County Commissioners of Palm Beach County and the Declarant.

15. Fair Housing: The Declarant, the County and the Owners of the Development containing Required WHP Units and their successors and assigns, agree that the leasing of all Required WHP Units shall be conducted in conformity with federal, state, and local Fair Housing Laws.

16. Enforcement: The County, its successors or assigns, in the event of the occupancy or vacancy of any Required WHP Unit in violation of the provisions hereof, shall be entitled to seek any relief available including, but not limited to, seeking specific performance of the provisions hereof, injunctive relief, rescission of any unauthorized sale or lease, Palm Beach County code

enforcement, and tolling of the Compliance Period. The Monitoring Entity shall have the right to inspect and monitor the use of the Required WHP Units to insure compliance with this Covenant. In any action required to enforce the provisions of this Covenant, each party shall be responsible for their own attorneys' fees and other costs of bringing the action.

17. County Review: Compliance with the Covenant is subject to audit by the Palm Beach County Internal Auditor and subject to review by the Palm Beach County Inspector General.
18. Severability and Conflicts: In the event of any conflict between this Covenant and any other agreement entered into by the Owner, this Covenant shall control. Should any provision of this Covenant be found invalid or unenforceable by a court of competent jurisdiction, said invalidity, unenforceability or ineffectiveness shall not affect the validity of the remaining provisions which shall remain in full force and effect.
19. Reports: All notices and reports required hereunder shall be sent to the following addresses or a subsequent address as it may from time to time be changed: Planning Director, Palm Beach County Planning Division, Vista Center Building, 2300 N. Jog Road, West Palm Beach, Florida 33411-2741. To the Declarant/Owner: Bridge Holding LLC, 10135 SW 75 PL. Miami, FL 33156 .
20. Recorded in the Public Records: This Covenant shall be recorded in the Official Public Records of Palm Beach County within five (5) days of execution of this Covenant. A copy of the recorded Covenant shall be provided to the Planning Director, Palm Beach County Planning Division, Vista Center Building, 2300 N. Jog Road, West Palm Beach, Florida 33411-2741.
21. Jurisdiction and Venue: The jurisdiction of any action regarding this Covenant shall be in the State of Florida. Venue of any court proceeding to enforce this Covenant shall be in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 14th day of January, 2022. Undersigned has executed this instrument on the date first above written.

Signed, Sealed, and Delivered in the presence of:

Declarant:

[Handwritten Signature]
(Witness Signature)

[Handwritten Signature]
By:

Kelly Regalado
(Print Name)

Name: Ricardo Hernandez

[Handwritten Signature]
(Witness Signature)

Bridge Holding LLC
Title: Manager

Eyleen K. Basales Escalona
(Print Name)

Date: 01/14/2022

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence, this 14 day of January 2022 by Ricardo Hernandez, as Manager for Bridge Holding LLC who is personally known to me.



KELLY REGALADO
Commission # GG 197452
Expires June 24, 2022
Bonded Thru Budget Notary Services

[Handwritten Signature]
(Notary Signature)

Print Name: Kelly Regalado
Notary Public, State of: Florida
Serial Number, if any: _____
My commission expires: 06/24/2022

Exhibit A

LEGAL DESCRIPTION

PARCELS 2 & 3:

LOTS 7 AND 8, BLOCK 274, THE PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCELS 4 & 5:

LOTS 3, 4, 5, AND 6, BLOCK 274, THE PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 6:

LOT 2, BLOCK 274, THE PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Exhibit B

REQUIRED WORKFORCE HOUSING PROGRAM UNITS

39 TOTAL WORKFORCE HOUSING UNITS, TO BE PROVIDED IN THE FOLLOWING INCOME CATEGORIES:

LOW CATEGORY: 9 UNITS
MODERATE 1 CATEGORY: 10 UNITS
MODERATE 2 CATEGORY: 10 UNITS
MIDDLE CATEGORY: 10 UNITS



STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the
foregoing is a true copy
of the record in my office

THIS 24 DAY OF Jan, 20 22

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: *Joseph Abruzzo*
Deputy Clerk