

**TOWN OF OCEAN RIDGE
BOARD OF ADJUSTMENT MEETING
AGENDA**



**April 17, 2024 at 9:00 AM
Town Hall - Meeting Chambers**

COMMISSION

Chair Bruce Hindin
Vice Chair Betty Bingham
Member Arthur Ziev
Member Victor Martel
Member Robert Sloat
Alt. Member Nicholas Arsali
Alt. Member John Lipscomb

ADMINISTRATION

Town Manager Lynne Ladner
Town Attorney Christy Goddeau
Town Clerk Kelly Avery
Town Planner Corvey O'Gorman
Town Engineer Tara Bamber

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Approval of the Minutes of the April 19, 2022, February 15, 2023, and March 15, 2023, Meetings.

DISCUSSION / ACTION ITEMS

2. An application submitted by Helen Asir, as owner, for a parcel of property located at 5920 N Ocean Blvd, Ocean Ridge, FL 33435, requesting a variance from the provisions of the Land Development Code, Chapter 64, Zoning, Article I, RSF and RSE single-family residential districts, Section 64-1 (j)(2)(b) Minimum side (interior) yard setback to permit a 5'9" side interior, which is a 9'3" variance from the required 15' setback. The property is located at 5920 N Ocean Blvd, property control number 46-43-45-27-08-000-0453 and legally described as AMENDED PL OF BOYNTONS SUB N 110 FT OF S 210 FT OF MUCK LT 45 LYG W OF SR A1A (exact legal description located at Town Hall).
3. Approval of the 2024 BOA Meeting Dates

ADJOURNMENT

If a person decides to appeal any decision made by the Board of Adjustment with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accomodation in order to attend or participate in this meeting should contact the Town Clerk at 561-732-

2635 at least 5 days prior to the meeting in order to request such assistance. Please take notice that one or more Town Commissioners may be present at any board or commission meeting of the Town of Ocean Ridge.

The Town of Ocean Ridge is holding all meetings in-person, with an additional option of listening to the audio live. Any person wishing to listen to the audio live can access the feed on the date and time of the meeting by dialing +1 (646) 749-3122 and using 284-378-493 as the access code. You may join from your computer, tablet or smartphone. <https://meet.goto.com/284378493>

Notice: The public may view the hard copy of the meeting materials at Town Hall before the meeting.

Agenda: Wednesday, April 17, 2024
Memo: Item #1.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum

Kelly Avery, Town Clerk

**Subject: Approval of the Minutes of the April 19, 2022, February 15, 2023,
and March 15, 2023, Meetings.**

Commissioners -

Inadvertently, there have been several sets of minutes that had never gotten approved. This meeting and the next meeting, we aim to get all these caught up. Please consider approving these minutes so that the record is correct.

Respectfully,
Kelly Avery, Town Clerk

BOARD OF ADJUSTMENT MEETING MINUTES
APRIL 19, 2022

Meeting Minutes of the Board of Adjustment of the Town of Ocean Ridge held on Tuesday, April 19, 2022, in the Town Hall Meeting Chambers.

CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chair Cody

ROLL CALL

Town Clerk Armstrong led the roll call, which was answered by the following:

Chair Ann Cody	Present
Vice Chair Bruce Hindin	Present
Member Betty Bingham	Present
Member Carolyn Cassidy	Present
Member Robert Sloat	Present

PLEDGE OF ALLEGIANCE

Chair Cody led the Pledge of Allegiance.

APPROVAL OF MINUTES

1. Approval of March 16, 2022 Meeting Minutes

Member Bingham moved to adopt the minutes of March 16, 2022; seconded by Vice Chair Hindin. Motion carried 5-0.

DISCUSSION/ACTION ITEMS

2. QUASI-JUDICIAL HEARING: VARIANCE REQUEST FOR 95 ISLAND DRIVE S.

Town Clerk Armstrong read the application by the title into the record.

Chair Cody explained that this is a quasi-judicial hearing and asked if any board members had any ex-parte communications with the applicant, owner, or builder. Member Cassidy notified that she visited the site and spoke to the applicant via phone. She also called Planning & Zoning (P&Z) Member Hutchins and he responded to her via text. All other Board Members informed that they had no ex-parte communications.

Town Clerk Armstrong swore in those that wished to give testimony.

Town Planner O’Gorman presented the project. He explained that there are special conditions that are contrary to the code of granting a variance because of staff denial of the application.

Member Cassidy questioned if the applicant had the support of Planning & Zoning and why was the Town Staff denying the application? Town Planner O’Gorman answered her question. More discussion followed regarding granting a variance. Town Attorney Goddeau explained the process and definition of a variance. She also mentioned that Planning & Zoning (P&Z) is discussing changes for pitch and flat roofs.

BOARD OF ADJUSTMENT MEETING MINUTES
APRIL 19, 2022

There was further discussion regarding the timespan of the proposed ordinance regarding changes for pitch and flat roof.

Building Official Guy explained that he was not for or against the project and he was not involved in the review process for a variance request. There was a discussion about flat roofs.

Rene Alonso, President of Alonso & Associates, Inc., presented an explanation for his request. He also mentioned that he meets the requirements of the code.

The board asked questions regarding the time limit for construction and the flow of water from the top of the roof. Mr. Alonso answered their questions.

Chair Cody opened the floor for public comment and there was none. Chair Cody closed the floor for public comment and asked for staff comments.

Attorney Goddeau suggested adding conditions to keep it close to the drafted ordinance. There was further discussion regarding access to the roof.

Attorney Goddeau mentioned that the drafted ordinance included with the agenda packet will more than likely be approved by the Planning & Zoning Commission.

Chair Cody moved to approve the variance request with the condition that the roof must meet the requirements of the draft ordinance; seconded by Member Cassidy. Motion failed 3-2

The board discussed approving or denying the variance request and the period of the drafted ordinance. More discussion followed about concerns of approval and denial of the drafted ordinance.

Chair Cody moved to approve the variance with a condition that the flat roof meet the final requirements of the flat roof legislation that becomes a part of the Town Building Code; seconded by Member Bingham. Motion carried 5-0

3. QUASI-JUDICIAL HEARING: VARIANCE REQUEST FOR 26 HARBOUR DRIVE S.

Town Clerk Armstrong read the application by the title into the record.

Chair Cody explained that this is a quasi-judicial hearing and asked if any board members had any ex-parte communications with the applicant, owner, or builder. All Board of Adjustment Commissioners informed they had none.

Town Clerk Armstrong swore in those that wished to give testimony.

Town Planner O’Gorman presented and summarized the variance request. He recommended that staff consider his staff report for approval. Building Official Guy had no report.

BOARD OF ADJUSTMENT MEETING MINUTES
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Bob McAllister, Palm Beach Pergola, provided an explanation of the item. He apologized that he was not aware that his drawings were not part of the application picture. Darlene Johnston, the owner, expressed her concerns regarding the structure of her balcony. There was more discussion regarding the post for the balcony.

Chair Cody opened the floor for public comment.

Terry Brown – had concerns regarding the structure of the balcony.

David Hutchins – questioned the sturdiness of the balcony and sea wall setback.

Chair Cody closed the floor for public comment and asked for the Commissioner's discussion.

Mr. McAllister addressed Mr. Brown's and Mr. Hutchins' comments. Building Official Guy reiterated that the Town did not receive any calculations for the balcony. He further explained that the balcony size escalated beyond the approved permit. More discussion ensued regarding the modification of the balcony.

Member Sloat asked a question about the weight and wind limit of the balcony and Mr. McAllister answered his question.

The Commissioners had concerns regarding the structure, visibility, size, and placement of the balcony and Mr. McAllister answered their questions. Further discussion followed regarding the size of the balcony and the addition of a sun trellis.

The board discussed approving or denying the variance.

Vice Chair Hindin move to approve the variance with the condition that all construction met the Town Code weight restrictions with the attached sun trellis and the variance runs with the structure; seconded by Chair Cody. Motion carried 3-2

ADJOURNMENT

Meeting adjourned at 10:42 a.m.

Minutes prepared by Deputy Town Clerk Pinder and adopted by the Board of Adjustment on, 2023.

Bruce Hindin, Chair

Attest:

Kelly Avery, Town Clerk

BOARD OF ADJUSTMENT MEETING MINUTES
FEBRUARY 15, 2023

Meeting Minutes of the Board of Adjustment of the Town of Ocean Ridge held on Tuesday, February 15, 2023, in the Town Hall Meeting Chambers.

CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Vice Chair Cassidy.

ROLL CALL

Town Clerk Avery led the roll call, which was answered by the following:

Vice Chair Carolyn Cassidy	Present
Member Ann Cody	Present
Member Betty Bingham	Present
Member Robert Sloat	Present
Alt. Member Nicholas Arsali	Present

Chair Bruce Hindin was absent with notice.

PLEDGE OF ALLEGIANCE

DISCUSSION/ACTION ITEMS

1. An application submitted by Elliot and Perri Zank, for a parcel of property located at 5006 Old Ocean Blvd, Ocean Ridge, FL 33435, requesting a variance from the provisions of the Land Development Code, Chapter 64, Zoning, Article I, District Regulations, Section 64-50(a); Location of exterior residential equipment and accessories – to permit swimming pool equipment to be located 6’4” rather than the required 10’ of setback, and to allow a variance of 3’8”. The property is located at 5006 Ocean Blvd, property control number 46-43-45-34-05-001-0270 and legally described as PALM BEACH SHORE ACRES BLKS A, B & Z LT 17 LYG WLY OF & ADJ TO OCEAN BLVD R/W (LESS W 748 FT) BLK A.

Vice Chair Cassidy explained that this is a quasi-judicial hearing and asked if any board members had any ex-parte communications with the applicant, owner, or builder. Member Bingham notified that she visited the site and requested larger plans from the Town. Members Cody and Arsali both stated they visited the site. Member Sloat stated he visited the site and looked at the pool with the owner. He also stated that the owner provided him with a photo of the foliage, and he gave it to the Town Clerk. Vice Chair Cassidy stated she met with the owner at the site, and she spoke with the Town Engineer to request the original plans.

Town Clerk Avery swore in those that wished to give testimony.

Town Planner O’Gorman referred to his staff report and recommended denial of the variance. He explained that the project does not comply with the Town criteria. Town Clerk Avery read comments from the Building Official stating the construction is not in compliance with the Town Code and requested that the applicant meet FEMA equipment requirements.

BOARD OF ADJUSTMENT MEETING MINUTES
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Elliot Zank, applicant, and Scott, representative of Gulfstream Pool Co explained the variance request. Mr. Scott stated for the record, that the neighbor's pool is four (4) feet from the property, not five (5) feet. Mr. Zank provided further details explaining what led to his variance request.

Vice Chair Cassidy opened the floor for public comment.

Wayne Cooke – spoke about the location of the equipment.

Debbie Cooke – spoke about the landscape.

Resident - spoke about the architect of the structure.

Town Clerk Avery – read a letter from Mariah Knefely to deny the variance request.

A representative of Gulf Stream Pool – spoke about the approval permit plans and setbacks.

Vice Chair Cassidy closed the floor for public comment.

The board asked questions regarding setbacks of the equipment, FEMA requirements, septic tank, and drain field.

Martin Wiescholek – spoke about FEMA requirements.

Member Bingham asked a question regarding the setback requirements and Attorney Goddeau answered her question. More discussion ensued regarding setbacks and inspections.

Town Manager Ladner explained that she gave the permit file to the Town Attorney and Inspector Rob Blanchette completed inspections on the property.

Vice Chair Cassidy asked Town Planner O’Gorman to define a form board survey and he provided her with a definition. Further discussion ensued regarding the form board survey between the applicant and Inspector Blanchette.

Town Attorney Goddeau clarified the Town Code and explained to the board that there are two separate pool provisions to analyze.

Member Arsali asked for an explanation for the missed inspections and Town Manager Ladner provided an explanation. Further discussion ensued regarding missing inspections.

Jeff Giannetti – spoke regarding the setbacks, approved plans, and inspections. More discussion followed regarding the setbacks, approved plans, and inspections.

Vice Chair Cassidy recessed the meeting to allow the Board to review the permit.

Vice Chair Cassidy reconvened the meeting.

Inspector Blanchette reviewed the inspections and provided the failure inspection results to the Board. Town Attorney Goddeau presented Building Official Guy’s letter to board members for review.

BOARD OF ADJUSTMENT MEETING MINUTES
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Vice Chair Cassidy closed the quasi-judicial hearing and asked for the Board Members' discussion. The board discussed approving or denying the variance request.

Vice Chair Cassidy read comments from Town Engineer Bamber listing the conditions of the variance request.

More discussion followed regarding concerns about the pool pad within the retention area and swale.

Vice Chair Cassidy moved to defer the variance until the Town Engineer and Building Official are present; seconded by Chair Cody. Motion carried 5-0.

ADJOURNMENT

Meeting adjourned at 10:35 a.m.

Minutes prepared by Deputy Town Clerk Pinder and adopted by the Board of Adjustment on April 17, 2024.

Bruce Hindin, Chair

Attest:

Kelly Avery, Town Clerk

BOARD OF ADJUSTMENT MEETING MINUTES
MARCH 15, 2023

Meeting Minutes of the Board of Adjustment of the Town of Ocean Ridge held on Tuesday, March 15, 2023, in the Town Hall Meeting Chambers.

CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chair Hindin.

ROLL CALL

Town Clerk Avery led the roll call, which was answered by the following:

Chair Bruce Hindin	Present
Vice Chair Carolyn Cassidy	Absent
Member Ann Cody	Present
Member Betty Bingham	Present
Member Robert Sloat	Present
Alt Member Nicholas Arsali	Present
Alt Member John Lipscomb	Absent

Vice Chair Cassidy and Member Lipscomb were absent with notice.

PLEDGE OF ALLEGIANCE

DISCUSSION/ACTION ITEMS

1. An application submitted by Elliot and Perri Zank, for a parcel of property located at 5006 Old Ocean Blvd, Ocean Ridge, FL 33435, requesting a variance from the provisions of the Land Development Code, Chapter 64, Zoning, Article I, District Regulations, Section 64-50(a); Location of exterior residential equipment and accessories – to permit swimming pool equipment to be located 6’4” rather than the required 10’ of setback, and to allow a variance of 3’8”. The property is located at 5006 Ocean Blvd, property control number 46-43-45-34-05-001-0270 and legally described as PALM BEACH SHORE ACRES BLKS A, B & Z LT 17 LYG WLY OF & ADJ TO OCEAN BLVD R/W (LESS W 748 FT) BLK A.

Chair Hindin explained that this is a quasi-judicial hearing and asked if any board members had any ex-parte communications with the applicant, owner, or builder. Member Bingham stated that she drove by the property for the second time. Member Sloat stated that he visited the second property. All other Board Members informed that they had no ex-parte communications since the last meeting.

Town Clerk Avery swore in those who wished to give testimony.

Town Planner O’Gorman gave his report with an explanation of the item. He mentioned that the Building Official provided a memo that was included in the packet and to the applicant.

Elliot Zank, the applicant, explained the variance request.

Chair Hindin opened the floor for public comment.

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Mark Feinstein – stated that he is in favor of the variance request.

Chair Hindin closed the floor for public comment.

Member Bingham asked a question regarding the neighbor’s pool setback requirement. Attorney Goddeau answered her question. More discussion ensued regarding setbacks and inspections.

There was a discussion between the Commission and Town Planner O’Gorman regarding setback requirements, form board survey and pool pad equipment.

Lisa Simescu, representative of Gulfstream Pool Company, provided explanations regarding the formboard survey, inspections, the final tie-in survey.

More discussion followed regarding the Town Code on setbacks.

Town Attorney Goddeau indicated that the variance application is only addressing the setbacks requirements not the FEMA and flood issue. More discussion ensued regarding concerns of FEMA requiring the pad moved and elevated.

Chair Hindin closed the quasi-judicial hearing and asked for the Board Members’ discussion.

The board had a discussion regarding approving the variance with conditions based upon FEMA not requiring any changes.

Member Cody moved to approve the 6ft variance request subject to certificate of completion from the Town Building Official for all other purposes; seconded by Member Sloat. Motion carried 5-0.

2. An application submitted by Albert R. Naar, for a for a parcel of property located at 6107 N Ocean Blvd, Ocean Ridge, FL 33435, requesting a variance from the provisions of the Land Development Code, Chapter 64, Zoning, Article I, District Regulations, Section 64-1(k)(1)(b); RSE single-family residential estate districts regarding the minimum lot area and dimensions – to permit a lot size width of 79.12 feet, rather than the required 100 foot lot size width. The property is located at 6107 N Ocean Blvd, property control number 46-43-45-27-08-009-0031 and legally described as AMENDED PL OF BOYNTONS SUB S ½ OF LT 3 & LT 4 BLK 9 (exact legal description located at Town Hall).

Town Clerk Avery swore in those who wished to give testimony.

Chair Hindin explained that this is a quasi-judicial hearing and asked if any board members had any ex-parte communications with the applicant, owner, or builder. Member Sloat informed that he only visited the property. All other Board Members informed that they had no ex-parte communications.

BOARD OF ADJUSTMENT MEETING MINUTES
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Town Planner O’Gorman announced that the advertisement was published incorrectly in error. He stated that his recommendation is to allow for proper advertising and requested that the meeting be deferred until April’s meeting.

Albert Naar, the applicant, agreed with the Town Planner O’Gorman’s request. He mentioned that his architect will be out of town next month and asked him to speak briefly about his request.

Architect Greg Jones presented an overview of the variance request. He spoke about the design of the project which was designed to comply with the RSE requirements.

There was a question about splitting the lots and Mr. Jones answered the question.

Mr. Naar presented a brief slide presentation of his home. He stated that all issues and concerns of the project have been addressed.

Member Bingham provided historical information on the lots and explained they were “grandfathered in.”

Todd Pappas – stated that he is in favor of the variance request.

Town Attorney Goddeau recommended that the Zoning Official attend April’s meeting to provide additional information regarding the background development review process.

Nick Lembo - stated that as a neighbor, he supports the variance request.

Member Cody moved to continue the variance request until April’s meeting requesting that the Town Zoning Official attends the meeting; seconded by Member Sloat. Motion carried 5-0.

ADJOURNMENT

Meeting adjourned at 10:17 a.m.

Minutes prepared by Deputy Town Clerk Pinder and adopted by the Board of Adjustment on April 17, 2024.

Bruce Hindin, Chair

Attest:

Kelly Avery, Town Clerk

Town of Ocean Ridge, Florida
Board of Adjustment Agenda Memorandum

To: Board of Adjustment Members
From: Corey O’Gorman, Town Planner
Meeting Date: April 17, 2024
Subject: 5920 N Ocean Blvd – Variance Application

1. PETITION DESCRIPTION

APPLICANT: Helen Asir

OWNER: Helen Asir

ADDRESS: 5920 N Ocean Ridge, Florida 33435

ZONING
DISTRICT: RSF

REQUEST: The applicant is requesting an Administrative Variance in accordance with Section 63-117 to allow an addition to an existing single-family home with a side yard setback of 5’ 9” which is a 9’ 3” variance from the required 15’ setback specified in Section 64-1.

2. BACKGROUND

In June 2023, the applicant requested a pre-construction meeting with Town Staff for renovations of the home at 5920 N Ocean Boulevard noting that the estimated value of construction was \$250,000 and indicating that they would be keeping the existing footprint of the building and not doing any demolition. Based on review of the preliminary plans submitted the building footprint was being changed, a second floor was being added, and a third level rooftop amenity included which is not permitted by Town Code, and a pre-application meeting was scheduled for July 26, 2023. Attached is the initial meeting request, preliminary plans and meeting notes from the pre-application meeting.

Subsequent to the pre-application meeting, on October 10, 2023, the applicant submitted plans for Development Plan Review. Initial screening found that the submittal did not include a site plan or engineering and request for those plans was sent to the applicant. The applicant responded on October 11 that “After the last meeting, our understanding was that we needed to submit revised proposed plans without asking for variance. This is an existing site with utilities in place. Only septic system may be affected depending on the approval of the proposed plan. Also, once proposed plan is approved, we will prepare modifications (re-routing) to the utilities

for submission.” On October 13, the attached site plan was submitted and the Town staff completed the Development Plan Review on October 16.

On October 30, the applicant’s engineer submitted several questions, including stating that the proposed plan is for a “new two-story home” although the applicant has stated in prior correspondence that it is renovation within the current footprint of the building. See attached correspondence. Revisions were submitted to the Town on December 12 to address comments, and the applicant submitted the attached letter. Based on the responses, a second meeting was held with the applicants, and the attached meeting notes were provided.

To address the encroachment the applicant submitted an application for Administrative Variance on January 30, 2024 to allow the expansion of the first floor area to be consistent with the existing building line of the structure. However because the structure is 5’ 9” from the side setback and the Town code does not permit an administrative variance from being granted for structures which encroach within ten feet of any side property line so the project was not eligible for an administrative variance. On March 18, 2024 the applicant submitted a variance for hearing by the Board of Adjustment.

The application is requesting approval of a variance to allow construction of a first-floor addition that is consistent with the existing north building line of the structure which is setback 5’ 9” from the side property line thus requesting a variance of 9’ 3” from the required 15’ setback. This variance is requested to allow construction of the proposed “sunroom” area shown on the floor plans.

3. STAFF ANALYSIS.

Section 63-73 of the Town Code states that “when literal or strict enforcement of the provisions of the land development code would cause unusual, exceptional or unnecessary difficulties or undue hardship or injustice because of the size of the tract to be subdivided, its topography, the condition or nature of adjoining areas or the existence of other unusual physical conditions, the board may vary or modify the requirements set forth herein after receiving and reviewing the report of the administrative official. No variance shall be granted if it has the effect of nullifying the intent and purposes of the land development code. In granting variances, the board may require such conditions as well secure the objectives of the land development code.”

Section 63-73.a. states that “variances will not be processed unless a written application on forms prescribed by the department and a fee have been submitted to the administrative official demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land involved and which are not applicable to other lands within the zoning district; and
2. That a literal interpretation of the provisions of this land development code would deprive the applicant of rights commonly enjoyed by other properties within the zoning district; and

3. That the special conditions and circumstances do not result from the action of the applicant; and
4. That the granting of the variances requested will not confer on the applicant any special privilege that is denied to other lands within the zoning district."

The Town of Ocean Ridge Land Development Code Variance Application requires that the applicant provide a statement of reasons or basis for the variance requested and specifies that the statement must address items "a" through "g". Below is a listing of those items "a" through "g" and an excerpt of the applicant's response (please see Exhibit "B" in the application for a complete narrative response).

Attached to the application is "Exhibit B" in which the applicant's addresses the items noted above.

Section 63-73.b. of the Town code enables the Board of Adjustments to approve a variance provided the requirements of that code section are met, that the reasons set forth in the application justify the granting of the variance, and subject to the criteria listed below. The applicant has included a narrative justification statement including responses to each of the criteria for granting a variance which is attached to this report. Staff review of the criteria relative to each variance is provided below.

- a. That special conditions and circumstances existing which are peculiar to the land involved and which are not applicable to other lands within the zoning district;

Response: The existing single-family home was constructed in 1960, prior to the adoption of the current building code and as such does not conform with current setback requirements which resulted in the side setback encroachment.

- b. That the special conditions and circumstances do not result from the action of the applicant;

Response: The special conditions and circumstances are the result of the layout of the house on the lot when it was constructed in 1960 prior to purchase by the current owner, and not by the current owner.

- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Zoning Ordinance to other lands, buildings, or structures in the same zoning district.

Response: Although other homes which were constructed prior to the current Town codes and structures encroach on various setbacks similar to the existing structure at 5920 N Ocean Boulevard, granting the variance would allow an expansion of the existing encroachment which is not allowed by Town code.

- d. That literal interpretation of the provisions of this land development code would deprive the applicant of rights commonly enjoyed by other properties within the zoning district.

Response: Literal interpretation of the code would require compliance with the side setback requirement, which is a standard that is applicable to all other properties in the same zoning district.

- e. That the variance granted is the minimum variance that would make possible the reasonable use of the land, building or structure.

Response: A reasonable use of the land, building and structure is currently being achieved without any of the proposed improvements, so the variance is not necessary to ensure a reasonable use.

- f. That the granting of the variance will be in harmony with the general intent and purpose of the Ordinance.

Response: If granted, the variance would allow setback for the proposed addition of 5' 9" rather than the required 15' and would be contrary to the intent and purpose of the land development code as it would allow new construction to be built without compliance with setback requirements.

- g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Response: Any extension of the existing structure must comply with the Florida Building Code and as such would not be injurious to the area or detrimental to the public welfare.

4. BOARD ACTION.

Section 63-73.b. states that "to approve a variance the board shall find following:

1. That the requirements of this section have been met; and,
2. That the reasons set forth in the application justify the granting of the variance; and,
3. That special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district; and,
4. That special conditions and circumstances do not result from the actions of the applicant; and,
5. That granting the variance requested will not confer on the applicant any special privilege that is denied by this land development code to other lands, buildings or structures in the same zoning district; and,
6. That literal interpretation of the provisions of this land development code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this land development code; and,
7. That literal interpretation of the provisions of this land development code would work unnecessary and undue hardship on the applicant; and,
8. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and,

9. That the grant of the variance will be in harmony with the general intent and purpose of the land development code; and,
10. That such variance will not be injurious to the surrounding area and would not impair desirable general development of the neighborhood or the community as proposed in the comprehensive plan, or otherwise detrimental to the public welfare.”

In addition to the above, Section 63-73 provides the following requirements for the Board of Adjustment when considering an application for variance:

1. Financial hardship is not to be considered alone as sufficient evidence of a hardship in the grant of a variance.
2. Under no circumstances, except as permitted in this section, shall the board of adjustment grant a variance to permit a use not generally permitted in the zoning district involved, or on the grounds of nonconforming or grandfathered use of neighboring lands, structures or buildings in the zoning district or of pre-existing conditions or neighboring lands which are contrary to the land development code.
3. In granting any variance the board may prescribe conditions and safeguards in conformance with the land development code. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this land development code.
4. The board of adjustment may prescribe a reasonable time limit within which the action for which the variance is required shall be begun or completed, or both. Unless a specific time limit is prescribed by the board of adjustment, a variance granted under the provisions of this land development code shall automatically lapse if building construction, in accordance with the plans for which such variance was granted, has not been initiated within six months from the date of granting of such variance by the board or, if judicial proceedings to review the board's decision are instituted, from the date of entry of the final order in such proceedings, including all appeals. The town manager is authorized to approve one automatic six-month extension of time to commence construction pursuant to a variance. Any request for additional time shall be presented to the board of adjustment.
5. Any variance granted by the board shall be noted in its official minutes along with the reasons which justify the granting thereof and required conditions and safeguards.

5. STAFF RECOMMENDATION

Town Staff recommends that the Board of Adjustments consider the information supplied by the applicant, this report, testimony at the hearing, and other relevant information to make its decision.

Corey OGorman

From: Kelly Avery <kavery@oceanridgeflorida.com>
Sent: Monday, June 26, 2023 4:27 PM
To: Corey OGorman; Manual Palacios; Tara Bamber
Subject: 5920 N Ocean Blvd - Pre-construction information
Attachments: SURVEY 12-28-2021.pdf; 2023-14-06-ASIR Residence.pdf

Good afternoon –

I spoke with the applicant and the approx. cost of the project will be about \$250,000. In reviewing the attached documents, do you feel that a pre-construction meeting is needed?

Please advise. If you do, please throw out dates/times you are available.

Per the applicant:

Thank you for your email. As requested by you, I am attaching the preliminary plan for review. Please note the following

- ***We are keeping the existing house foot print and not doing any demolition of the structure. The proposed structure will not deviate from the existing footprint***
- ***We will beef up the structure with additional pile foundations as recommended by our Engineer***
- ***Since we are keeping the existing footprint, we do not intend to ask for any variances.***
- ***We have done a lot of work on our front yard to beautify the property and we hope to do up the house in a similar fashion to increase not only our home value but the neighboring properties as well***
- ***It may be quicker if Manny from zoning takes a look at the plans and provides an opinion. We are open to discuss any issues with him.***
- ***If we do need to have a meeting with everyone, we will be happy to do it next week, at a time which works for everyone.***
- ***Once we get a nod, we shall get a full scale plan in place and go in for permitting***

Thank you,

Kelly Avery

Town Clerk

PBCMCA Vice-President

kavery@oceanridgeflorida.com

Town of Ocean Ridge

6450 N. Ocean Blvd.

Ocean Ridge, FL 33435

561-732-2635 (phone) Mon-Fri 8:30 – 3:00pm

561-734-7031 (fax)

www.oceanridgeflorida.com



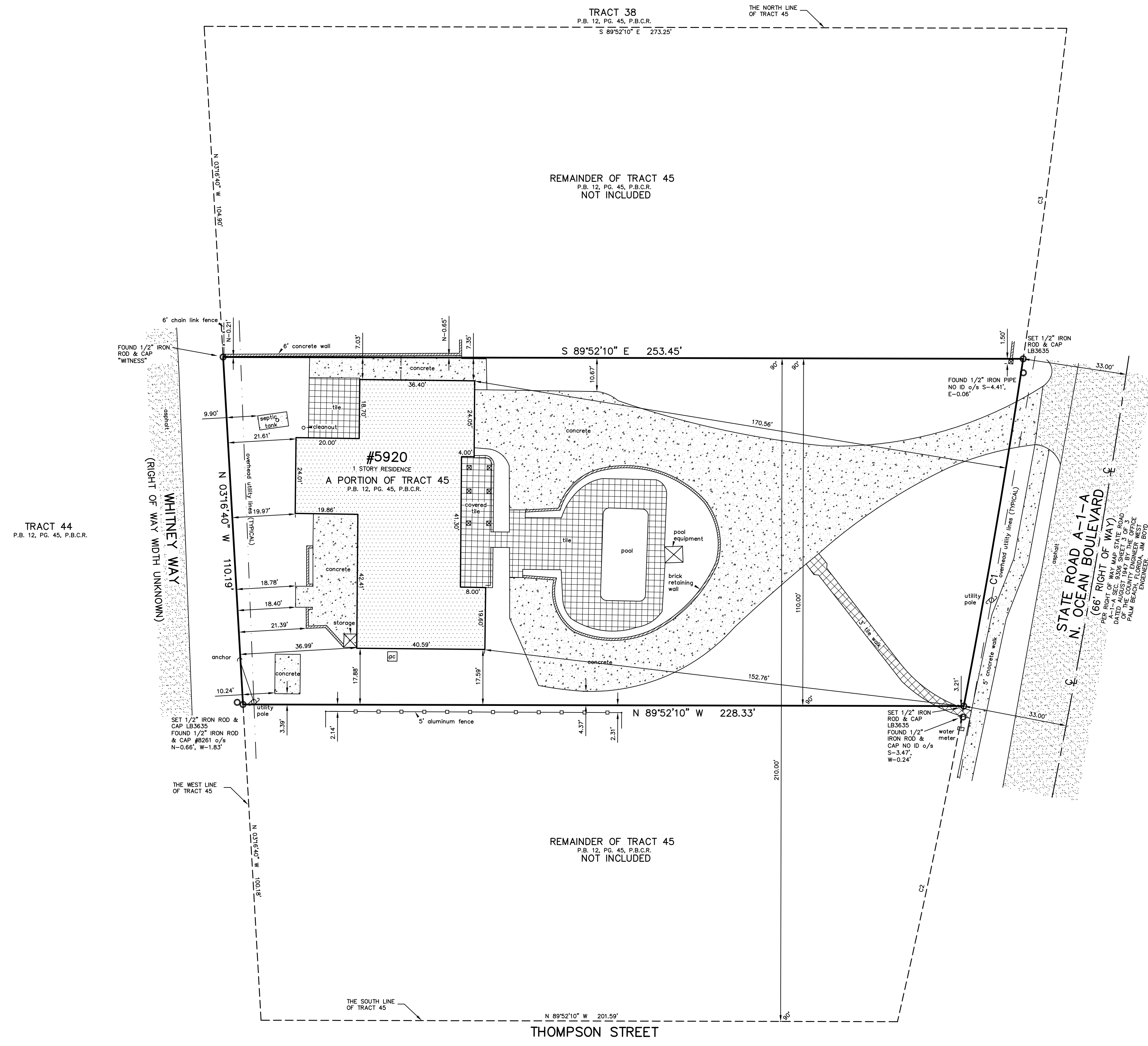
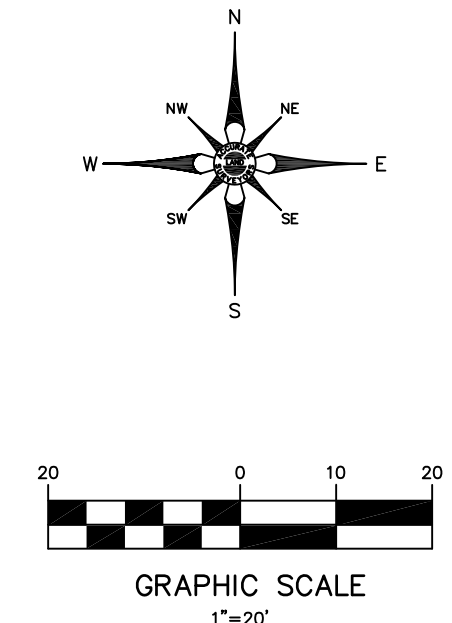
PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Ocean Ridge officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the Town of Ocean Ridge. If you have received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you

BOUNDARY SURVEY

SYMBOLS & LEGEND OF ABBREVIATIONS:

R/W = RIGHT OF WAY	× 7.00' = ELEVATIONS BASED ON N.A.V.D.
N = NORTH	(AE) = APPARENT ENCROACHMENT
S = SOUTH	P.B.C.R. = PALM BEACH COUNTY RECORDS
E = EAST	M.D.C.R. = MIAMI-DADE COUNTY RECORDS
W = WEST	P.O.C. = POINT OF COMMENCEMENT
D.B. = DEED BOOK	P.O.B. = POINT OF BEGINNING
ENCH. = ENCROACH	CHATT. = CHATTAHOOCHEE
F.F. = FINISHED FLOOR	F.P.L. = FLORIDA POWER & LIGHT
GAR. = GARAGE	B.C.R. = BROWARD COUNTY RECORDS
C.L. = CENTERLINE	O.R.B. = OFFICIAL RECORDS BOOK
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P.B. = PLAT BOOK	D.N.R. = DEPARTMENT OF NATURAL RESOURCES
A/C = AIR CONDITIONER	P.R.M. = PERMANENT REFERENCE MONUMENT
P = PLAT	N.A.V.D. = NORTH AMERICAN VERTICAL DATUM

⊗ VALVE	□ UTILITY BOX	— PARKING STRIPE
⊙ MANHOLE	⊕ HYDRANT	— OVERHEAD UTILITY LINES
⊚ BASIN	⊖ UTILITY POLE	▨ 6' CONCRETE WALL
⊛ WELL	⊗ VAULT	▩ COVERED AREA
⊜ WATER METER	⊘ LIGHT	▧ CONCRETE
⊝ MONITORING WELL	• BOLLARD	▤ BRICK PAVERS
○ PROPERTY CORNER	⊠ AIR CONDITIONER	▥ TILE
— CHAIN LINK FENCE	— CHAIN LINK FENCE	▦ ASPHALT
— WOOD FENCE	— WOOD FENCE	▧ CONCRETE FENCE
— METAL FENCE	— METAL FENCE	— WIRE FENCE
— PVC FENCE	— PVC FENCE	



- C1:
Radius: 2831.93'
Delta: 02°15'26"
Arc Length: 111.56'
Tangent: 55.79'
Chord: 111.56'
Course: S 09°42'36" W
- C2:
Radius: 2831.93'
Delta: 02°04'00"
Arc Length: 102.14'
Tangent: 51.08'
Chord: 102.14'
Course: S 11°52'19" W
- C3:
Radius: 2831.93'
Delta: 02°08'11"
Arc Length: 105.59'
Tangent: 52.80'
Chord: 105.59'
Course: S 07°30'48" W

STREET ADDRESS:
5920 N. Ocean Boulevard, Ocean Ridge, Florida 33435

LEGAL DESCRIPTION:
That part of the North 110 feet of the South 210 feet of Tract 45 lying West of the Right-of-Way of State Road A1A, of the Amerided Plat of part of BOYNTON'S SUBDIVISION, according to the Plat recorded in Plat Book 12, Page 45, Public Records of Palm Beach County, Florida.

- NOTES:**
1. Unless otherwise noted field measurements are in agreement with record measurements.
 2. Bearings shown hereon are based on a map bearing of north 89°52'10" west along the north right of way line of Thompson Street, per right of way map State Road A-1-A Sec. 9306 sheet 3 of 3 dated August 1947.
 3. The lands shown hereon were not abstracted for ownership, rights of way, easements, or other matters of records by Accurate Land Surveyors, Inc.
 4. Ownership of fences and walls if any are not determined.
 5. This survey is the property of Accurate Land Surveyors, Inc. and shall not be used or reproduced in whole or in part without written authorization.
 6. Any and all underground features such as foundations, utility lines, Ext. were not located on this survey. This is an above ground survey only.
 7. The flood zone information shown hereon is for the dwellable structure only unless otherwise indicated.
 8. The location of overhead utility lines are approximate in nature due to their proximity above ground, size, type and quantity must be verified prior to design or construction.
 9. Accuracy statement: This survey meets or exceeds the horizontal accuracy for SUBURBAN LINEAR: 1 FOOT IN 7,500 FEET.
 10. Printed copies of this survey are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
 11. PDF copies of this survey are not valid without the digital signature of a Florida Licensed Surveyor and Mapper and must be verified.
 12. This property may fall seaward of the coastal construction control line and cannot be determined without a coastal construction control line survey.

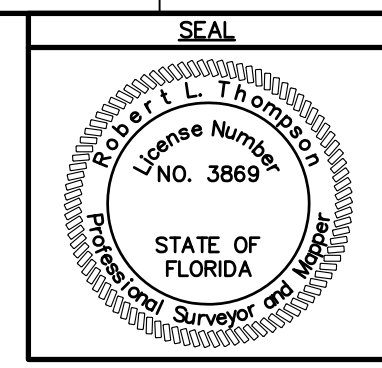
FLOOD INFORMATION:
Community name and number: Town of Ocean Ridge 125134
Map and panel number: 12099C0793F
Panel date: 10-05-2017
Index date: 10-05-2017
Flood zone: X
Base flood elevation: N/A

EASEMENTS ACCORDING TO THE AFOREMENTIONED PLAT:
None

APPARENT ENCROACHMENTS:
Driveway and entry walk in road right of way along the East boundary.
Entry walk across Southeast boundary.
Fence and concrete across North boundary.
Overhead utility lines along the West boundary without the benefit of a known Utility Easement.
Column crossing the North Boundary from adjacent lot.

ORIGINAL DATE OF FIELD SURVEY: 12-28-2021	DRAWN BY: MLW	
FIELD BOOK: ALS-SU-21-2032	CHECKED BY: MLW	
REVISIONS & SURVEY UPDATES	DATE OF SURVEY & REVISIONS	BY

CERTIFY TO:
Helen Asir
Cross Country Mortgage LLC, ISA0A/ATIMA
Independence Title Insurance Agency, Inc.
Old Republic National Title Insurance Company



CERTIFICATION:
This is to certify that this above ground sketch of boundary survey was made under my responsible charge and is accurate and correct to the best of my knowledge and belief. I further certify that this sketch meets the current Standards of Practice, established by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Codes, pursuant to current Section 472.027, Florida Statutes.

Robert L. Thompson
ROBERT L. THOMPSON (PRESIDENT)
PROFESSIONAL SURVEYOR AND MAPPER No. 3869 - STATE OF FLORIDA

ASIR RESIDENCE

5920 N. OCEAN BLVD, OCEAN RIDGE,
FL 33435.

**FOR BUILDING DEPARTMENT
PRELIMINARY REVIEW ONLY**

CODE & BUILDING DATA:

CODE REVIEW:

- BUILDING IS DESIGNED UNDER FBC-RESIDENTIAL 2020
- FIRE CODE IS FFC 2020 AND NFPA 101-2020
- ASCE/SEI 7-16
- ACI 318-14
- POOLS, TERRACES, FENCES, PAVING, AND LANDSCAPING SHALL COMPLY WITH ZONING REQUIREMENTS

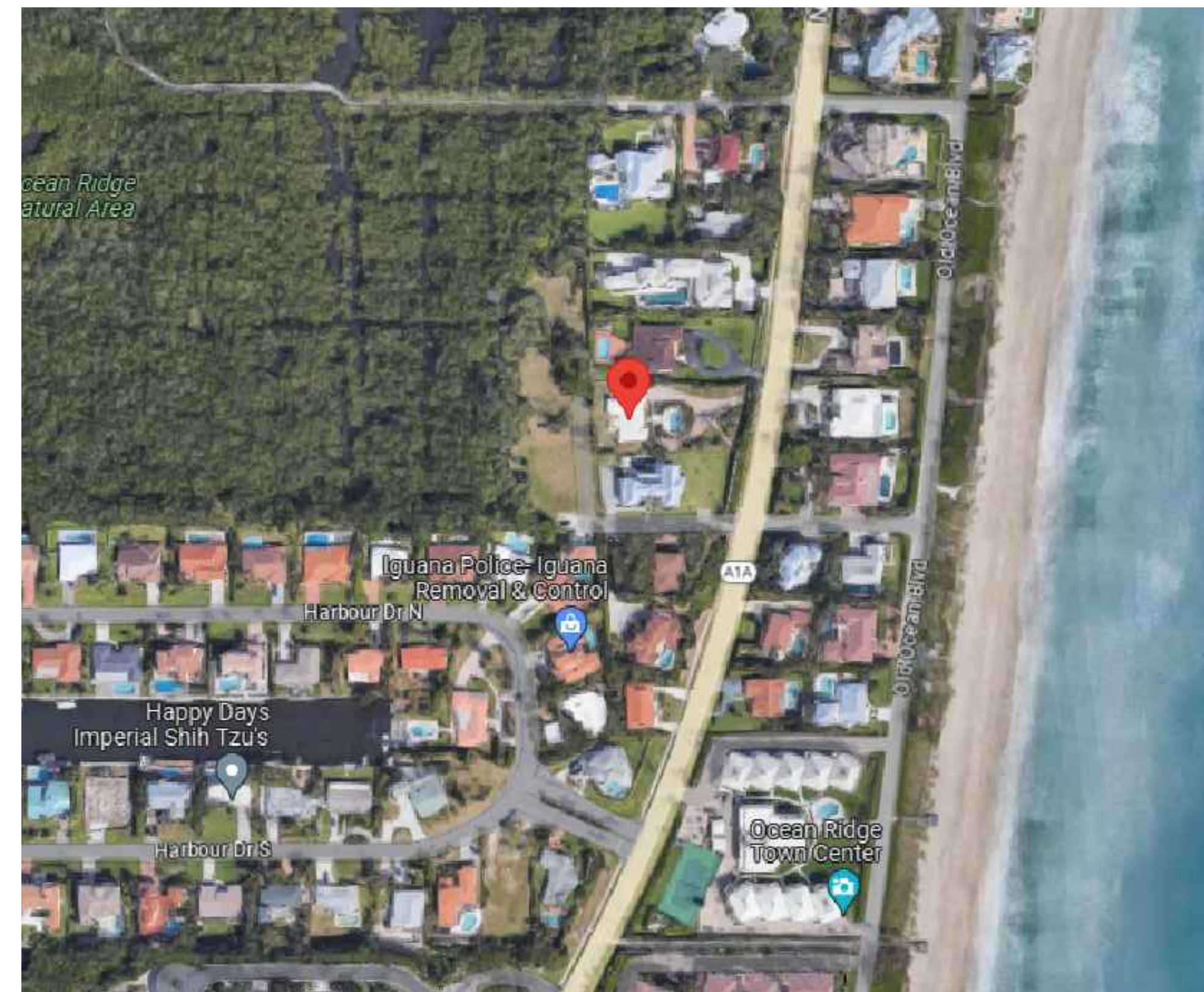
BUILDING DATA:

- 1ST FLOOR FINISHED AREA = 4,930 SF
- 2ND FLOOR FINISHED AREA = 3,623 SF
- TOTAL FINISHED AREA = 8,553 SF
- GARAGE AREA = 616 SF
- FRONT PORCH = 142 SF
- POOL DECK AREA = 2,678 SF
- POOL AREA = 414 SF
- FLAT ROOF IS 3,765 SF

SUMMARY OF AREAS:

EXISTING RESIDENCE WITH POOL:

- LOT AREA IS 26,494 SF
- BUILDING FOOTPRINT IS 4,930 SF
- OTHER IMPERVIOUS AREAS = 9,145 SF
- TOTAL IMPERVIOUS AREA IS 14,075 SF
- PERVIOUS AREA IS 12,419 SF
- POOL IS 414 SF
- POOL DECK IS 2,678 S
- FRONT PORCH IS 142 SF

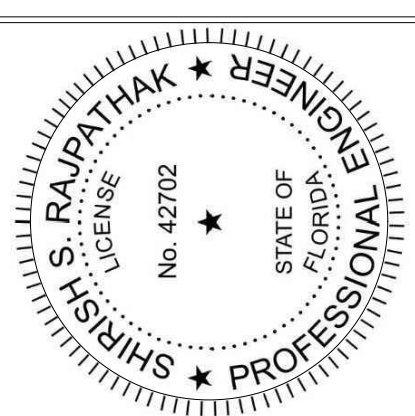


Sheet List	
Sheet Number	Sheet Name
A-0.0	COVER SHEET
A-1.0	SITE PLAN
A-2.0	NORTH & SOUTH ELEVATIONS
A-2.1	WEST & EAST ELEVATIONS
A-3.0	SECTION VIEWS

1 LOCATION NTS



1880 N. CONGRESS AVENUE
SUITE 221
BOYNTON BEACH, FL 33426
PH: (561)272-1290, FAX: (561)877-4590
E.O.C.A. # 9999



REVISIONS: BY / DATE

PROJECT TITLE
ASIR RESIDENCE
5920 N. OCEAN BOULEVARD
OCEAN RIDGE, FL 33435

SHEET TITLE
COVER PAGE

DATE: JUNE 22, 2023
JOB NO: 2023-06
DRAWN BY: NBS
CHECKED BY: SSR

SHEET NUMBER
A-0.0

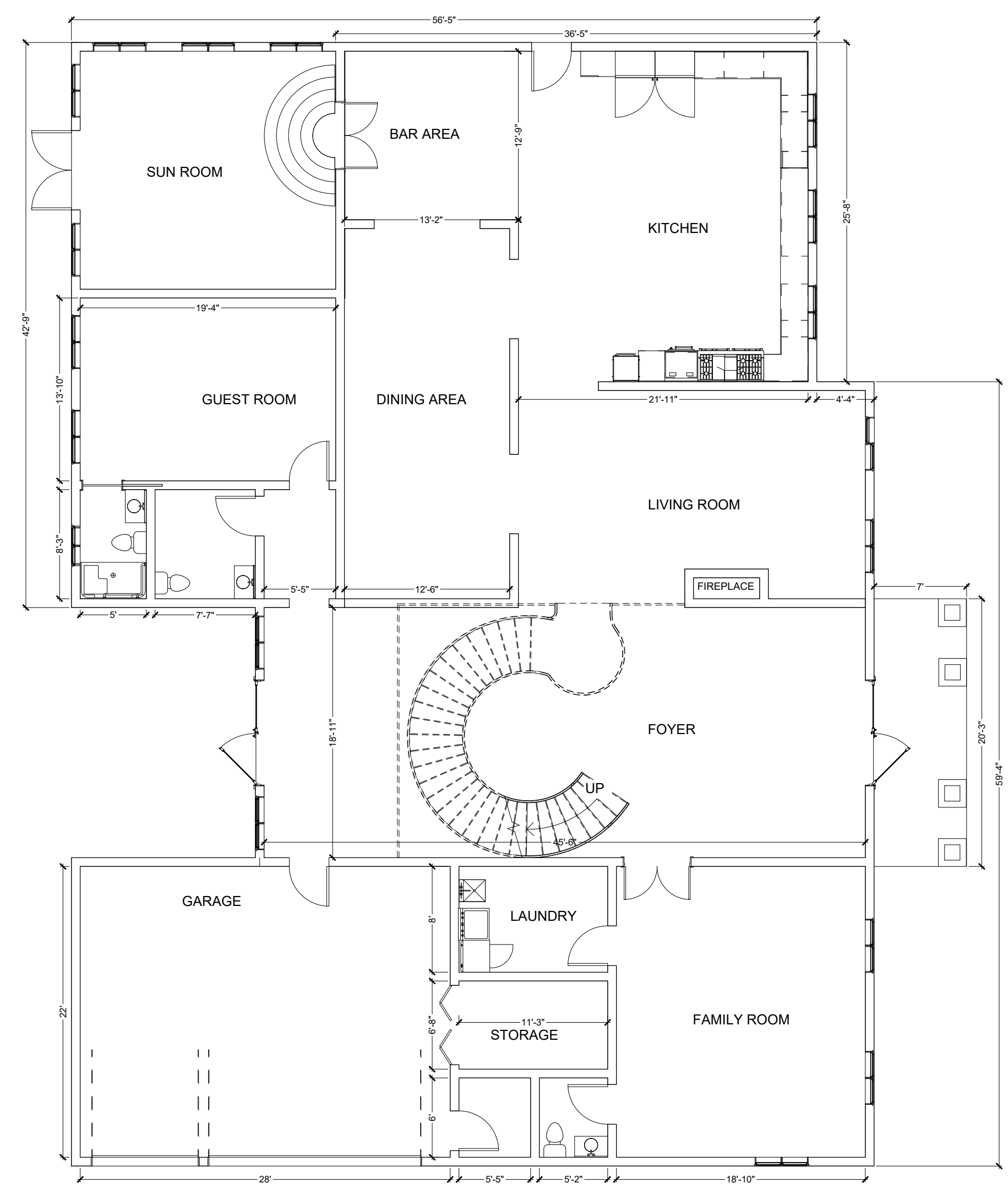
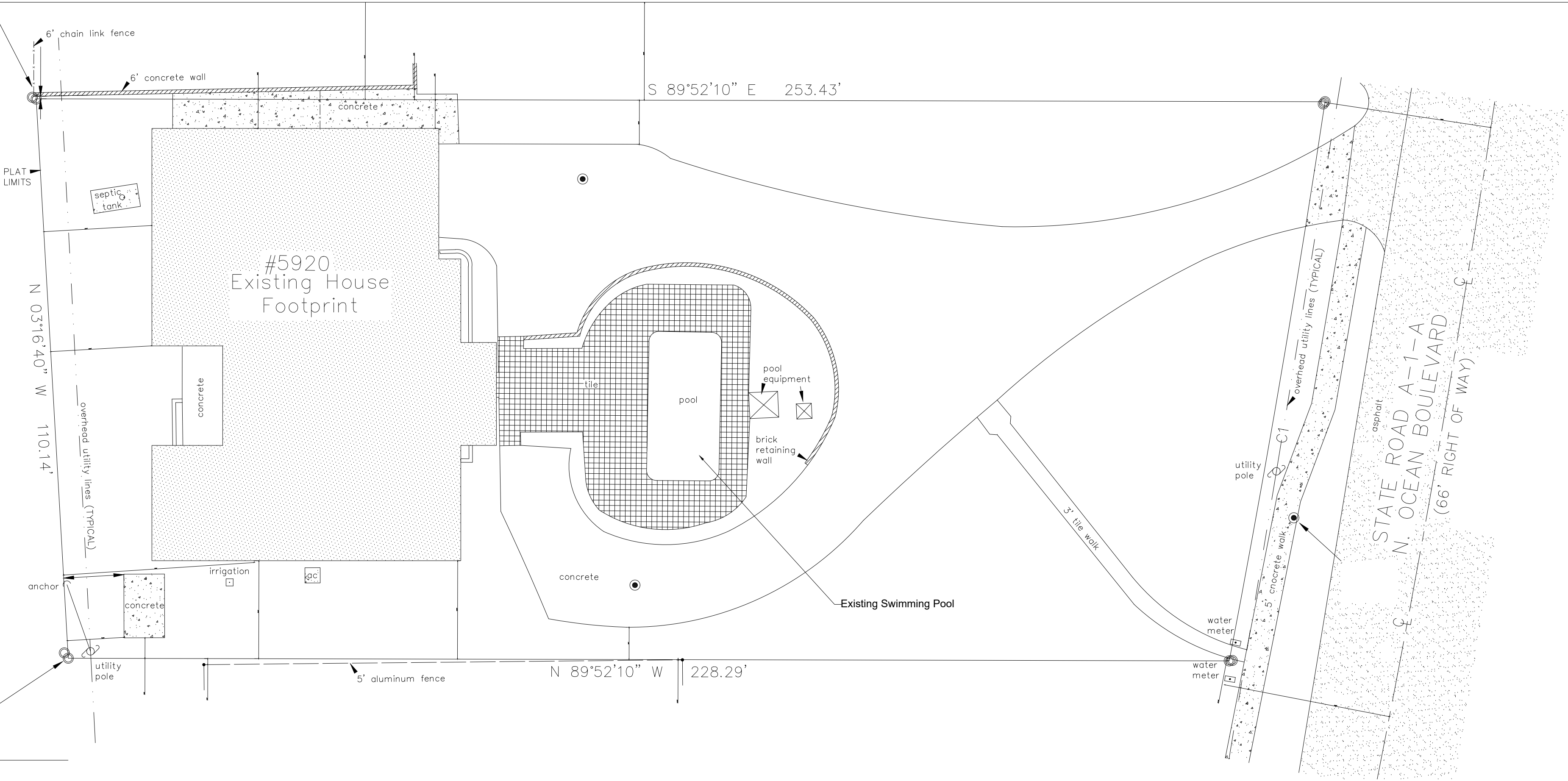
CONSULTANT'S SEAL AND SIGNATURE ARE REQUIRED FOR ALL DIMENSIONS SHOWN IN THIS DRAWING. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. SRI CONSULTANTS, INC. MUST BE NOTIFIED OF ANY DISCREPANCIES FOUND. SRI CONSULTANTS, INC. ASSUMES NO LIABILITY FOR THE UNAUTHORIZED USE OF THESE PLANS, DRAWINGS, AND SPECIFICATIONS.

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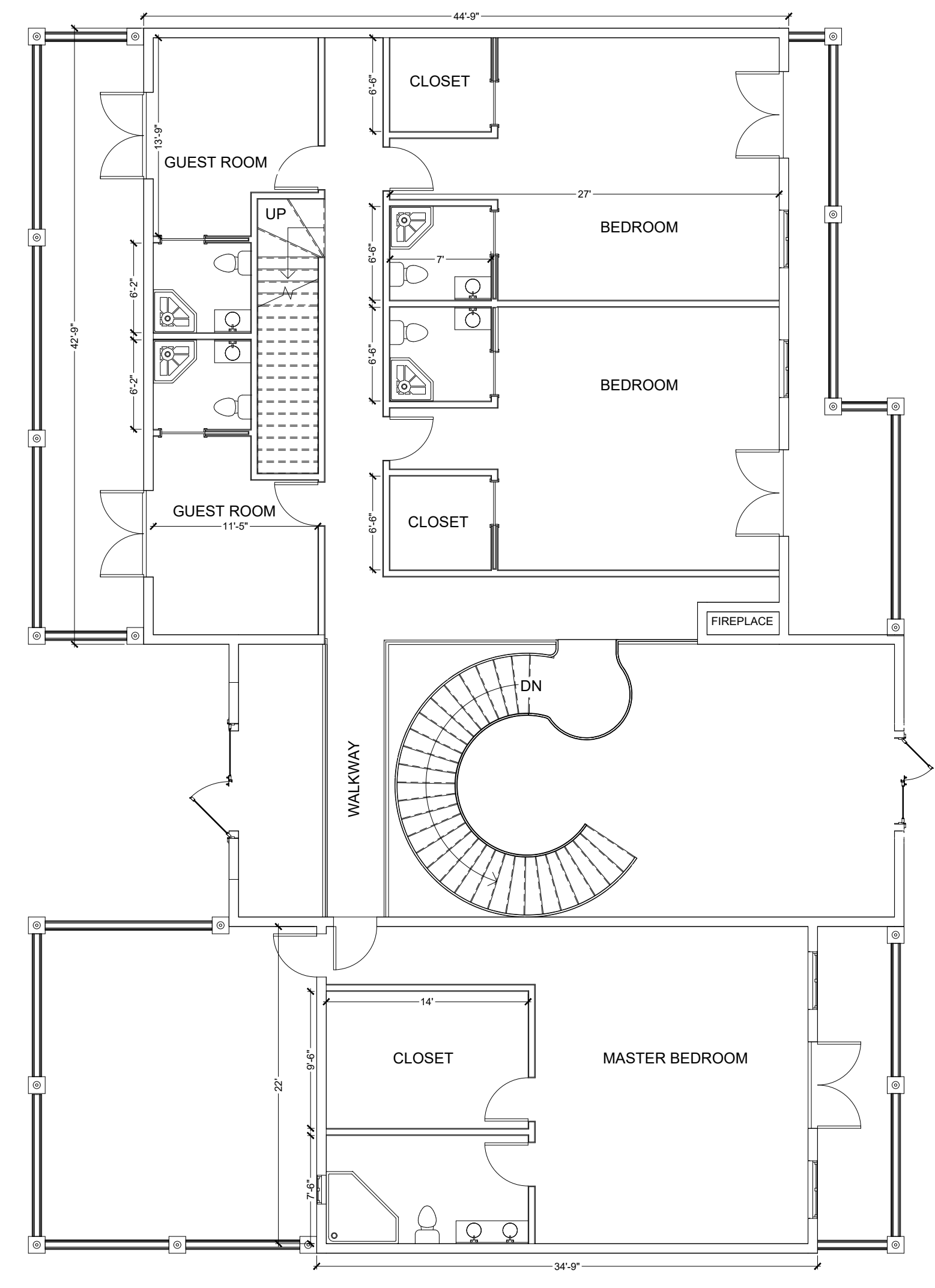
FOUND 1/2" IRON ROD & CAP
 "WITNESS" o/s N-0.34', W-0.75'
 SET 1/2" IRON ROD & CAP
 L63635

LOT "A"

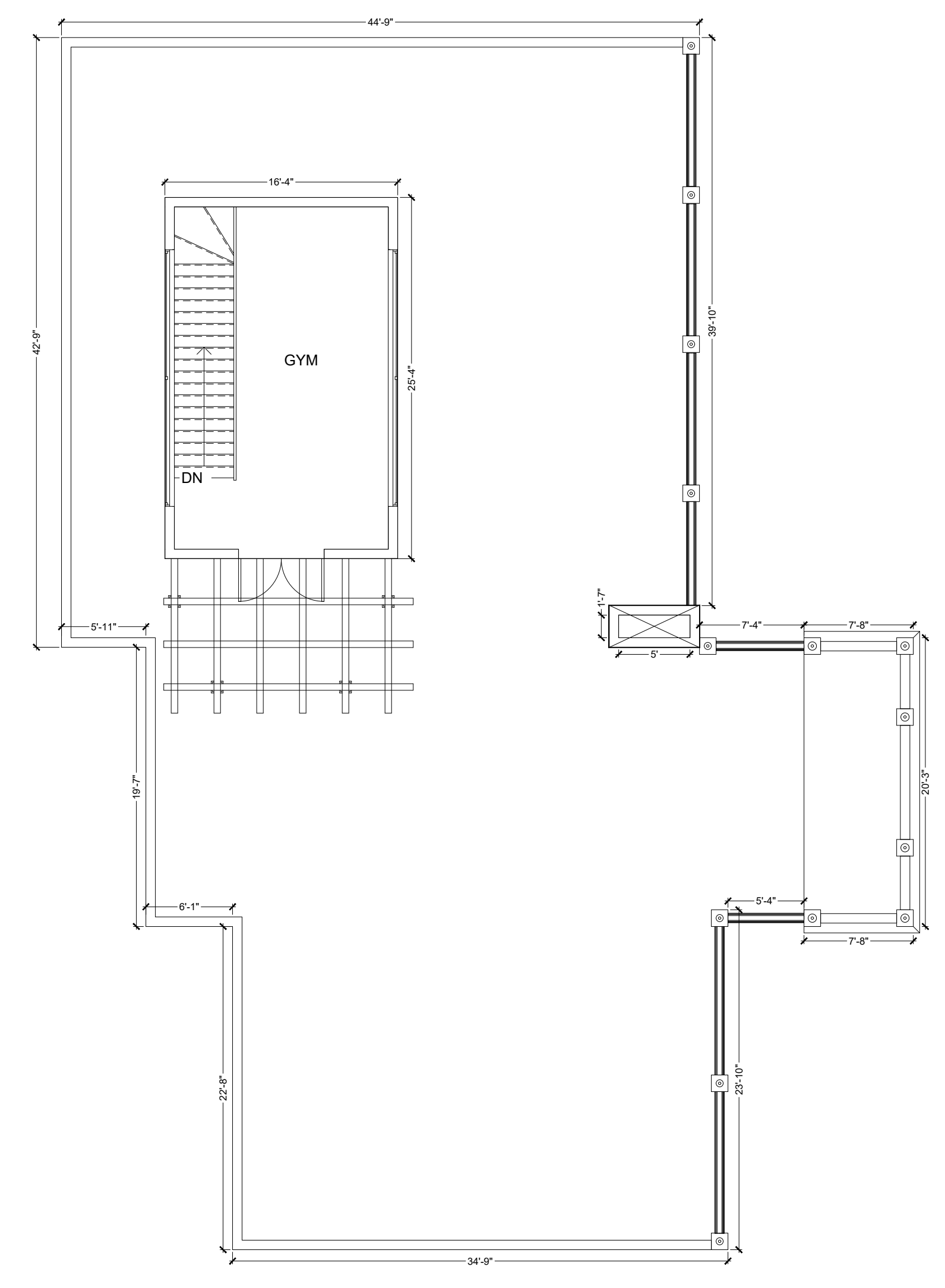
1 SITE PLAN
 1/16" = 1'-0"



2 FIRST FLOOR - PLAN VIEW
 1/8" = 1'-0"



3 SECOND FLOOR - PLAN VIEW
 1/8" = 1'-0"



3 ROOF PLAN
 1/8" = 1'-0"

SRI
 CONSULTANTS, INC.
 1880 N. CONGRESS AVENUE
 SUITE 224
 BOYNTON BEACH, FL 33426
 PH: (561) 372-1290, FAX: (561) 877-4590
 E.O.C.A. # 9996

SRI RAJATHAK
 LICENSE
 No. 42702
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER

REVISIONS:	BY / DATE

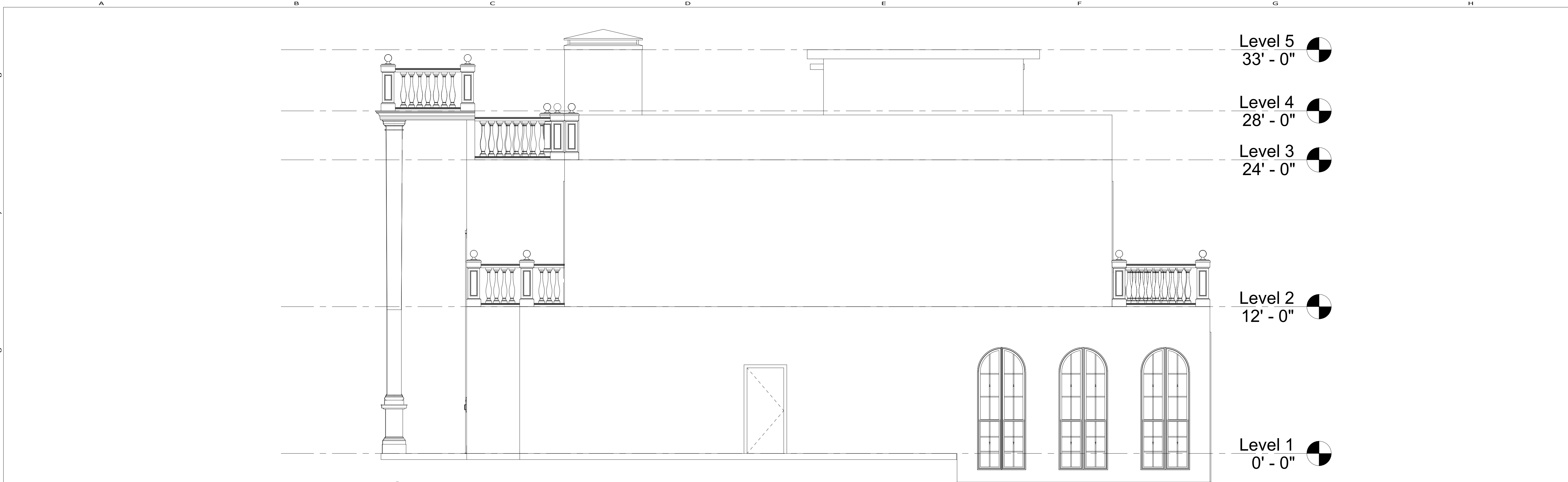
PROJECT TITLE
ASIR RESIDENCE
 5920 N. OCEAN BOULEVARD
 OCEAN RIDGE, FL 33435

SHEET TITLE
SITE PLAN

DATE: JUNE 22, 2023
 JOB NO: 2023-06
 DRAWN BY: NBS
 CHECKED BY: SSR

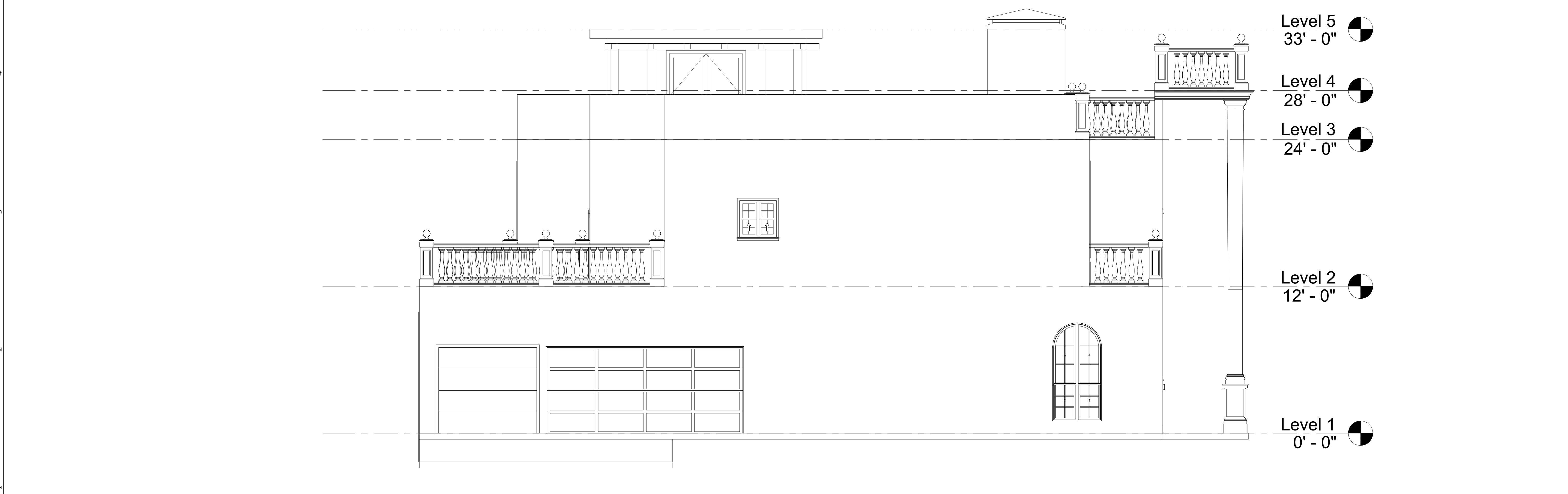
SHEET NUMBER
A-1.0

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1 NORTH ELEVATION
1/4" = 1'-0"

- Level 5
33' - 0"
- Level 4
28' - 0"
- Level 3
24' - 0"
- Level 2
12' - 0"
- Level 1
0' - 0"



2 SOUTH ELEVATION
1/4" = 1'-0"

- Level 5
33' - 0"
- Level 4
28' - 0"
- Level 3
24' - 0"
- Level 2
12' - 0"
- Level 1
0' - 0"

SRI
CONSULTANTS, INC.

1880 N. CONGRESS AVENUE
SUITE 224
BOYNTON BEACH, FL 33426
PH: (561) 372-1290, FAX: (561) 877-4590
E.O.C.A. # 9996

SEAL: SRI RAJATHAK ENGINEER
STATE OF FLORIDA
LICENSE No. 42702
PROFESSIONAL

REVISIONS:	BY / DATE

PROJECT TITLE: **ASIR RESIDENCE**
5920 N. OCEAN BOULEVARD
OCEAN RIDGE, FL 33435

SHEET TITLE: **NORTH & SOUTH ELEVATIONS**

DATE: JUNE 22, 2023
JOB NO: 2023-06
DRAWN BY: NBS
CHECKED BY: SSR

SHEET NUMBER: **A-2.0**

Corey OGorman

From: Corey OGorman
Sent: Thursday, July 27, 2023 8:31 AM
To: Lynne Ladner; Tara Bamber; Manual Palacios
Cc: Kelly Avery
Subject: 5920 N Ocean / Pre-App Meeting Notes
Attachments: 2023-14-06-ASIR Residence.pdf; SURVEY 12-28-2021.pdf; TC-4-Land-Development-Action-Application.pdf; Sec_63_56.___Development_plan_review. (2).docx; Sec_64_1.___RSF_and_RSE_single_family_residential_districts. (4).docx; Ordinance 2022-09.pdf; Sec_63_73.___Variances..docx

Good morning all,

Following are my meeting notes from yesterday's meeting. Please provide any comments or input as appropriate. Thanks!

- Plans reviewed include the attached and property survey.
- Discussed that review would be in accordance with Development Plan review process. Copy of Section 63-59 (attached) was provided and thresholds discussed. Copy of LDAA (attached) was provided and process discussed.
- Compliance with the requirements of RSF zoning district was discussed and a copy of the code section (attached) was provided. A copy of Code changes in Ordinance 2022-09 (attached) was also provided and those changes discussed including:
 - Flat roof is allowed subject to restrictions which would require modifications to the current design to eliminate the 3rd floor structures.
 - Window/door and articulation requirements are applicable to all four facades.
 - It was pointed out that the house does not comply with side setback requirements to the north property line. Consequently the 2nd floor addition would either need to comply with the setback requirements or obtain a variance. If a variance is requested it would have to be approved prior to submittal of the DPR application. A copy of the administrative variance code section (attached) was provided and discussed that the variance may be administrative if it is below the allowable threshold. It was also discussed that if not a variance would have to be approved by the Board of Adjustment and that the criteria for granting a variance are difficult to meet. The attached copy of the variance section of the code will be sent to Mr. Rajpathak, the project engineer.
- Site improvements were discussed including the following:
 - A perimeter wall was recently constructed around the site.
 - The proposed building plans will necessitate changes to the driveways and parking areas.
 - The project must demonstrate compliance with parking requirements including 1 space for every bedroom, with interior garage spaces (at 10 x 20) and exterior spaces (at 9 x 18).
 - There are existing drainage issues and a pending FDOT project on A1A to correct some of those issues.
 - The survey shows a septic tank but not a drain field, and a permit from the Health Dept may be necessary.
 - The DPR application will need to include civil engineering plan reflecting all proposed site improvements including driveway, parking areas, paving, etc., and must provide on-site storm drainage to comply with Town requirements.

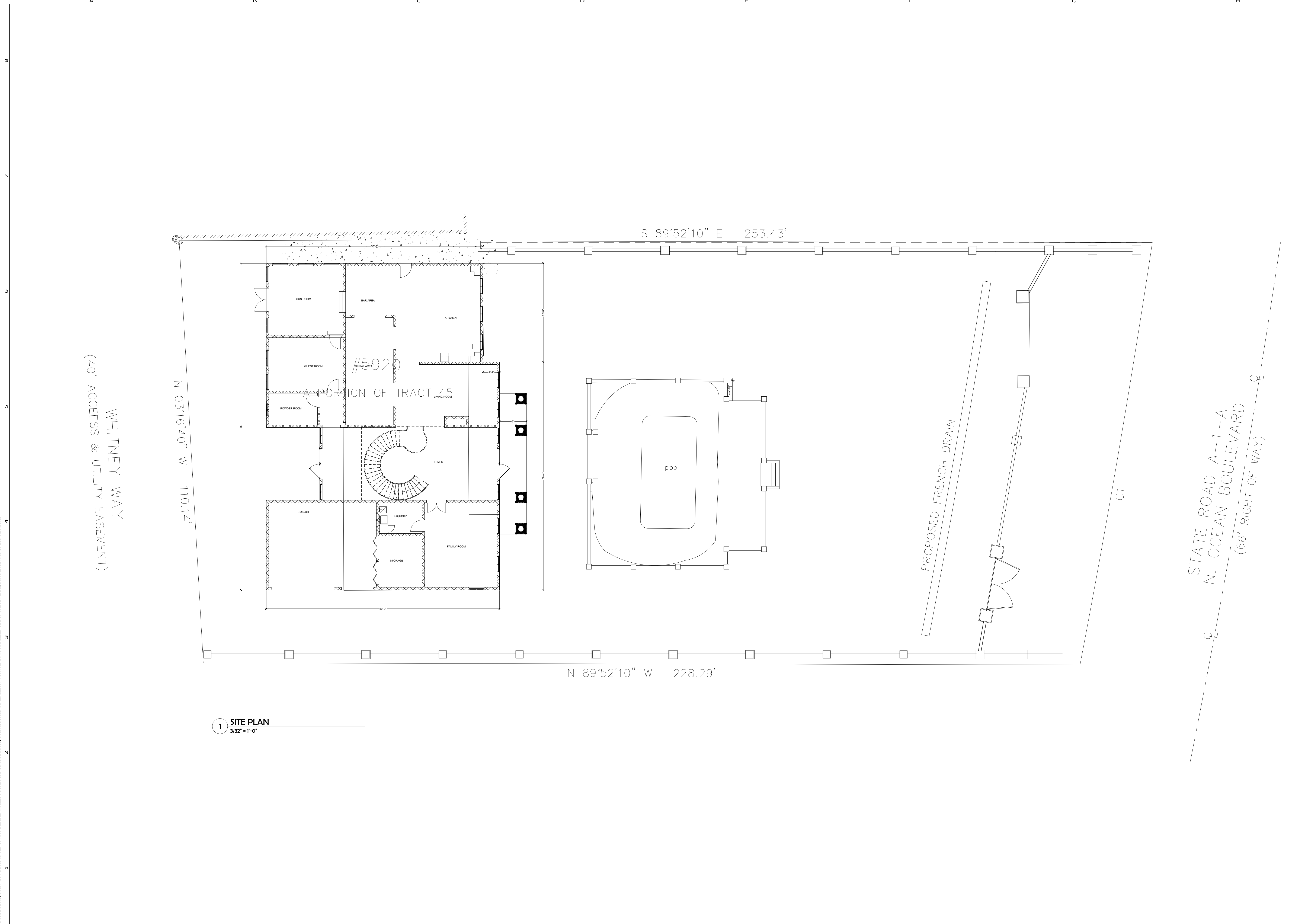
Thanks! Please let me know if you have any comments or changes.

Corey W. O'Gorman AICP

Place Planning

700 US Highway One, Suite C
North Palm Beach, FL 33408
561-863-2722 Phone
561-863-2733 fax
561-801-2461 cell

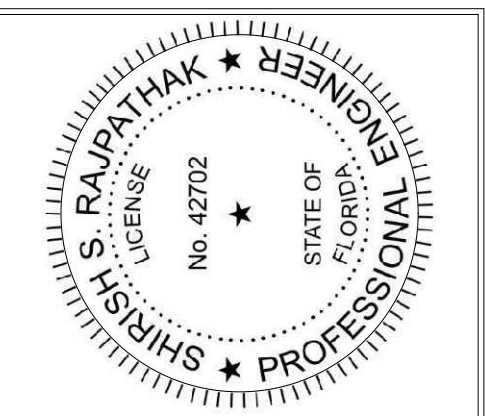
CONSULTANTS, INC. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING OR DESIGN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT WRITTEN APPROVAL OF SRI CONSULTANTS, INC. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS SHOWN IN THIS DRAWING. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. SRI CONSULTANTS, INC. MUST BE NOTIFIED OF ANY DISCREPANCIES FOUND. SRI CONSULTANTS, INC. ASSUMES NO LIABILITY FOR THE UNAUTHORIZED USE OF THESE PLANS, DRAWINGS AND SPECIFICATIONS.



1 SITE PLAN
3/32" = 1'-0"

SRI
CONSULTANTS, INC.

1880 N. CONGRESS AVENUE
SUITE 221
BOYNTON BEACH, FL 33426
PH: (561) 372-1290, FAX: (561) 377-4590
E.C.C. # 6996



REVISIONS	BY / DATE

PROJECT TITLE
ASIR RESIDENCE

5920 N. OCEAN BOULEVARD
OCEAN RIDGE, FL 33435

SHEET TITLE
SITE PLAN

DATE: OCTOBER 11, 2023
JOB NO: 2023-06
DRAWN BY: NBS
CHECKED BY: SSR

SHEET NUMBER
A-0.1

Corey OGorman

From: Corey OGorman
Sent: Tuesday, October 31, 2023 9:28 AM
To: 'Kelly Avery'; Manual Palacios
Cc: Maria
Subject: RE: 5920 N. Ocean Blvd- Ocean Ridge
Attachments: Survey Mark-up.pdf; Sheet A1.0 Mark-up.pdf

Good morning Kelly and Manny,

I have reviewed the questions below and offer the following:

Question 1: My clients believe the existing one-story wall on the north side, which is only 5' from the north property line, is grandfathered in, as long as the second floor is recessed back to 15' setback. Can you please provide confirmation?

Reply: Per section 63-177(d) Grandfathered structures, a lawful structure existing as of the effective date of the ordinance may be continued so long it remains otherwise lawful and subject to other code provisions including that "no alteration, extension, enlargement or expansion of a grandfathered structure shall be permitted in a way which increases its noncompliance with present property development regulations". Note that Section 1-3 of the code defines "structure" as "a combination of materials, whether fixed or portable including, but not limited to, all buildings, dwellings, pools, fences and enclosures, gas or liquid storage tanks, or other manmade facilities."

Based on the above, the "structure" in this case is the existing home and not just the north wall. Consequently, the structure of the existing home (exterior walls and foundation) would need to be maintained, and it could be altered where the alteration would either reduce the nonconformity or be in compliance with current codes. Please note that the plans show an addition to the north side of the home for a "sunroom", and this can be seen by reviewing the survey mark-up (showing the existing structure) and the sheet A1.0 mark-up (showing the proposed sunroom). This addition of a sunroom cannot be approved without a variance. All other additions or alterations must comply with current setback requirements (including the side and rear setbacks for the 1st and 2nd floor additions, 3-car garage etc) and this must be demonstrated via a site plan which thus far has not been provided.

In addition, please note that based on the LWDD application, this is a request for "land development permit to permit the construction of a 2-story addition with 3 car garage. No variance requested. The first floor of the structure will adhere to the existing footprint and grandfathered setbacks." This is contrary to the architect's statement that "The proposed plan is a new two-story home" in which the stated intent is to preserve a portion of an exterior wall only and contrary to the plans which show the addition of a sunroom and garage. If this project consists of demolition of the existing home and construction of a new single-family home, all property development regulations for the RSF district and supplemental standards will be applicable.

Question 2: What would need to be left remaining?

Based on the above, the "structure" would include the existing home (exterior walls and foundation) and not just the north wall.

Manny, would you please let me know if I have missed or misstated anything?

I hope this is helpful, please let me know if you have any questions. THANKS!

Corey W. O'Gorman AICP

Place Planning

700 US Highway One, Suite C
North Palm Beach, FL 33408
561-863-2722 Phone
561-863-2733 fax
561-801-2461 cell

From: Kelly Avery <kavery@oceanridgeflorida.com>
Sent: Monday, October 30, 2023 11:20 AM
To: Manual Palacios <mannyp511@hotmail.com>
Cc: Corey OGorman <corey@placepnd.com>
Subject: FW: 5920 N. Ocean Blvd- Ocean Ridge-

Good morning Gentlemen!

After explaining he could not contact our officials directly, I told him that I would find out his answer and get back to him.

Thank you and I look forward to hearing from you soon!

Kelly Avery

Town Clerk

PBCMCA President

kavery@oceanridgeflorida.com

Town of Ocean Ridge

6450 N. Ocean Blvd.

Ocean Ridge, FL 33435

561-732-2635 (phone) Mon-Fri 8:30 – 3:00pm

www.oceanridgeflorida.com



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Ocean Ridge officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do

not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the Town of Ocean Ridge. If you have received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you

From: Gregory Bonner <gb1r@aol.com>
Sent: Monday, October 30, 2023 11:09 AM
To: Manual Palacios <manny511@hotmail.com>; Kelly Avery <kavery@oceanridgeflorida.com>
Subject: 5920 N. Ocean Blvd- Ocean Ridge-

Good morning,

Per our phone call this morning, I am starting to work on a project at 5920 N. Ocean, Ocean Ridge. The proposed plan is a new two-story home. My clients believe the existing one-story wall on the north side, which is only 5' from the north property line, is grandfathered in, as long as the second floor is recessed back to 15' setback. Can you please provide confirmation.

If this is acceptable, can you please advise, at a minimum, what would need to be left remaining?

Thank you,

Gregory Bonner

B1 Architect LLC
139 N. County Road # 18c
Palm Beach FL 33480
(561) 312-3453

BOUNDARY SURVEY

SYMBOLS & LEGEND OF ABBREVIATIONS:

R/W = RIGHT OF WAY	× 7.00' = ELEVATIONS BASED ON N.A.V.D.
N = NORTH	(AE) = APPARENT ENCROACHMENT
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GAR. = GARAGE	B.C.R. = BROWARD COUNTY RECORDS
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(M) = MEASURED	D.E.P. = DEPARTMENT OF ENVIRONMENTAL PROTECTION
P.B. = PLAT BOOK	D.N.R. = DEPARTMENT OF NATURAL RESOURCES
A/C = AIR CONDITIONER	P.R.M. = PERMANENT REFERENCE MONUMENT
P = PLAT	N.A.V.D. = NORTH AMERICAN VERTICAL DATUM

⊗ VALVE	□ UTILITY BOX	— PARKING STRIPE
⊙ MANHOLE	⊕ HYDRANT	— OVERHEAD UTILITY LINES
⊚ BASIN	— UTILITY POLE	▨ 6' CONCRETE WALL
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⊕ MONITORING WELL	• BOLLARD	▨ BRICK PAVERS
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— CHAIN LINK FENCE	— WOOD FENCE	▨ ASPHALT
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— WIRE FENCE		▨ WIRE FENCE

STREET ADDRESS:
5920 N. Ocean Boulevard, Ocean Ridge, Florida 33435

LEGAL DESCRIPTION:
That part of the North 110 feet of the South 210 feet of Tract 45 lying West of the Right-of-Way of State Road A1A, of the Amerided Plat of part of BOYNTON'S SUBDIVISION, according to the Plat recorded in Plat Book 12, Page 45, Public Records of Palm Beach County, Florida.

- NOTES:**
- Unless otherwise noted field measurements are in agreement with record measurements.
 - Bearings shown hereon are based on a map bearing of north 89°52'10" west along the north right of way line of Thompson Street, per right of way map State Road A-1-A Sec. 9306 sheet 3 of 3 dated August 1947.
 - The lands shown hereon were not abstracted for ownership, rights of way, easements, or other matters of records by Accurate Land Surveyors, Inc.
 - Ownership of fences and walls if any are not determined.
 - This survey is the property of Accurate Land Surveyors, Inc. and shall not be used or reproduced in whole or in part without written authorization.
 - Any and all underground features such as foundations, utility lines, Ext. were not located on this survey. This is an above ground survey only.
 - The flood zone information shown hereon is for the dwellable structure only unless otherwise indicated.
 - The location of overhead utility lines are approximate in nature due to their proximity above ground, size, type and quantity must be verified prior to design or construction.
 - Accuracy statement: This survey meets or exceeds the horizontal accuracy for SUBURBAN LINEAR: 1 FOOT IN 7,500 FEET.
 - Printed copies of this survey are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
 - PDF copies of this survey are not valid without the digital signature of a Florida Licensed Surveyor and Mapper and must be verified.
 - This property may fall seaward of the coastal construction control line and cannot be determined without a coastal construction control line survey.

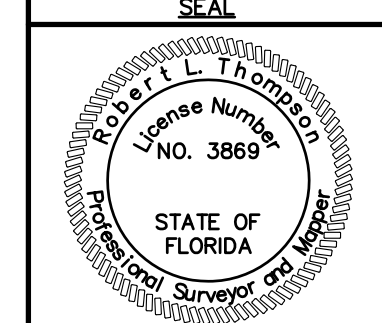
FLOOD INFORMATION:
Community name and number: Town of Ocean Ridge 125134
Map and panel number: 12099C0793F
Panel date: 10-05-2017
Index date: 10-05-2017
Flood zone: X
Base flood elevation: N/A

EASEMENTS ACCORDING TO THE AFOREMENTIONED PLAT:
None

APPARENT ENCROACHMENTS:
Driveway and entry walk in road right of way along the East boundary.
Entry walk across Southeast boundary.
Fence and concrete across North boundary.
Overhead utility lines along the West boundary without the benefit of a known Utility Easement.
Column crossing the North Boundary from adjacent lot.

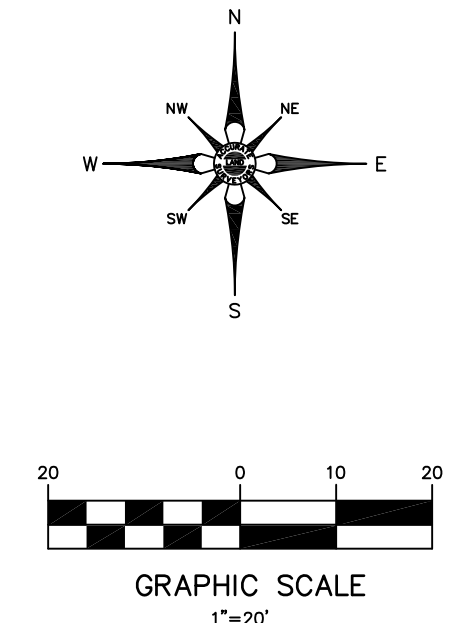
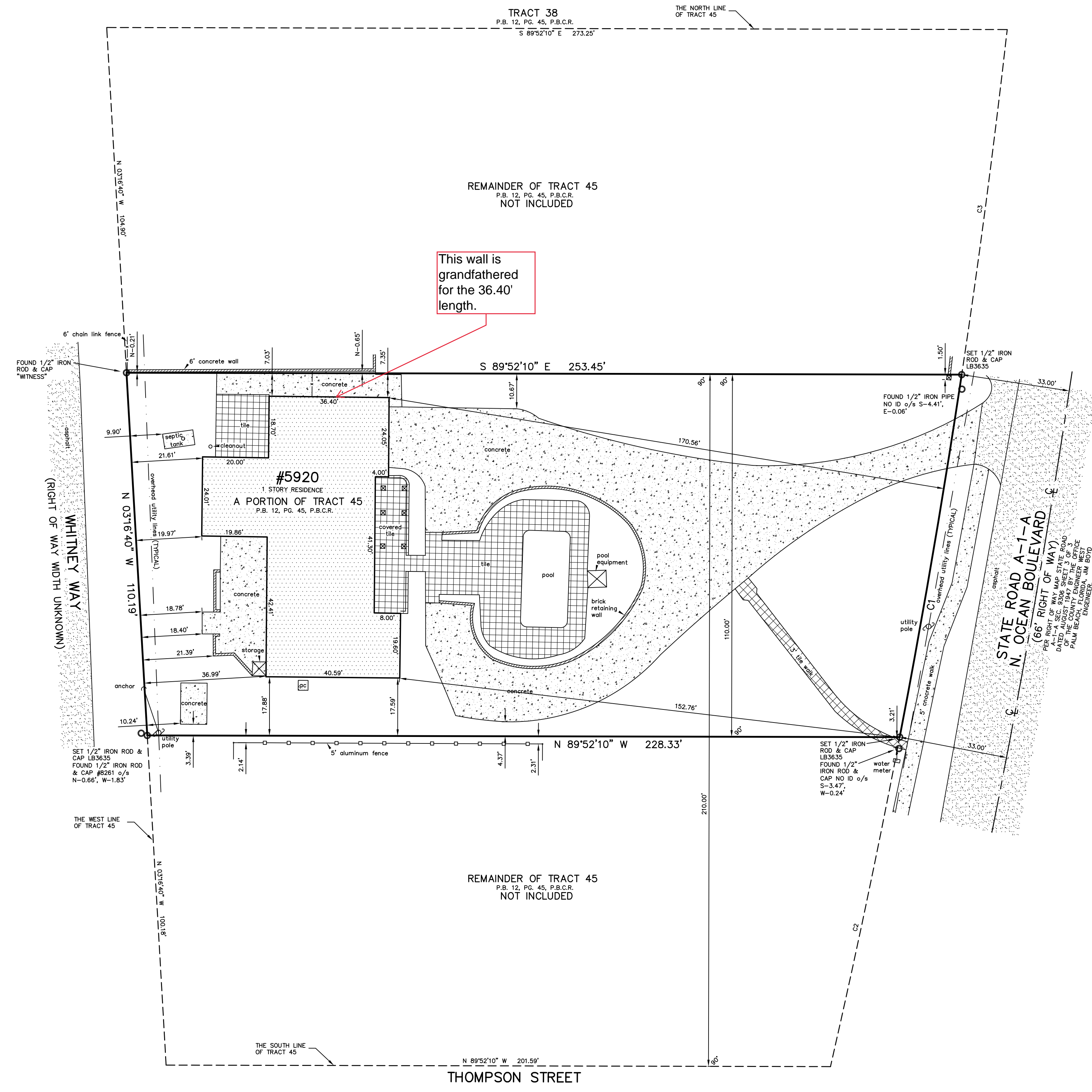
ORIGINAL DATE OF FIELD SURVEY: 12-28-2021	DRAWN BY: MLW	
FIELD BOOK: ALS-SU-21-2032	CHECKED BY: MLW	
REVISIONS & SURVEY UPDATES	DATE OF SURVEY & REVISIONS	BY

CERTIFY TO:
Helen Asir
Cross Country Mortgage LLC, ISA0A/ATIMA
Independence Title Insurance Agency, Inc.
Old Republic National Title Insurance Company



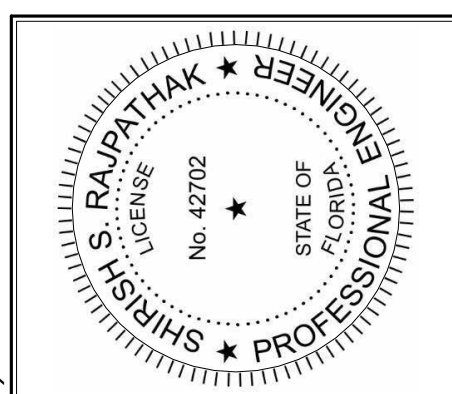
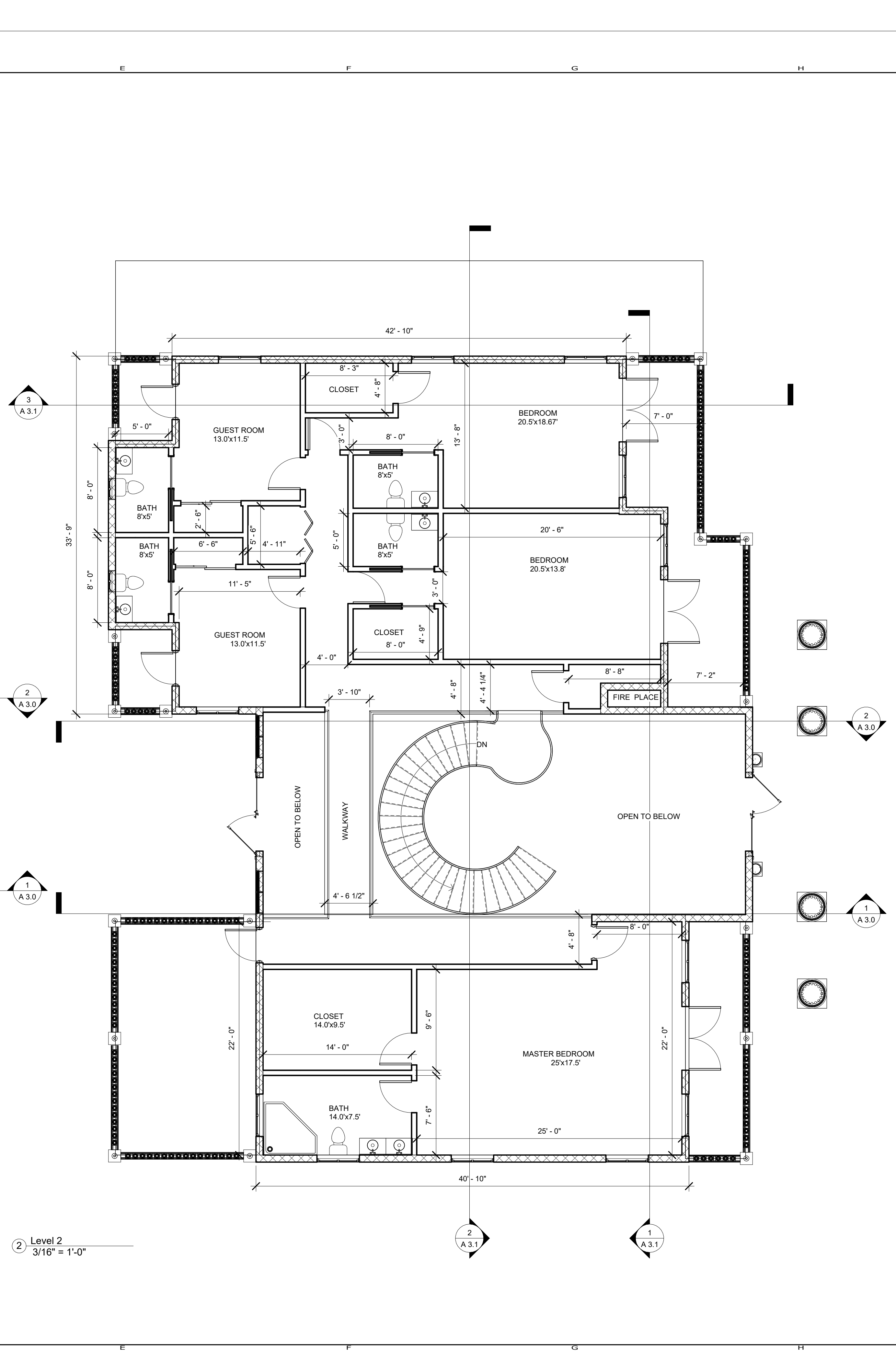
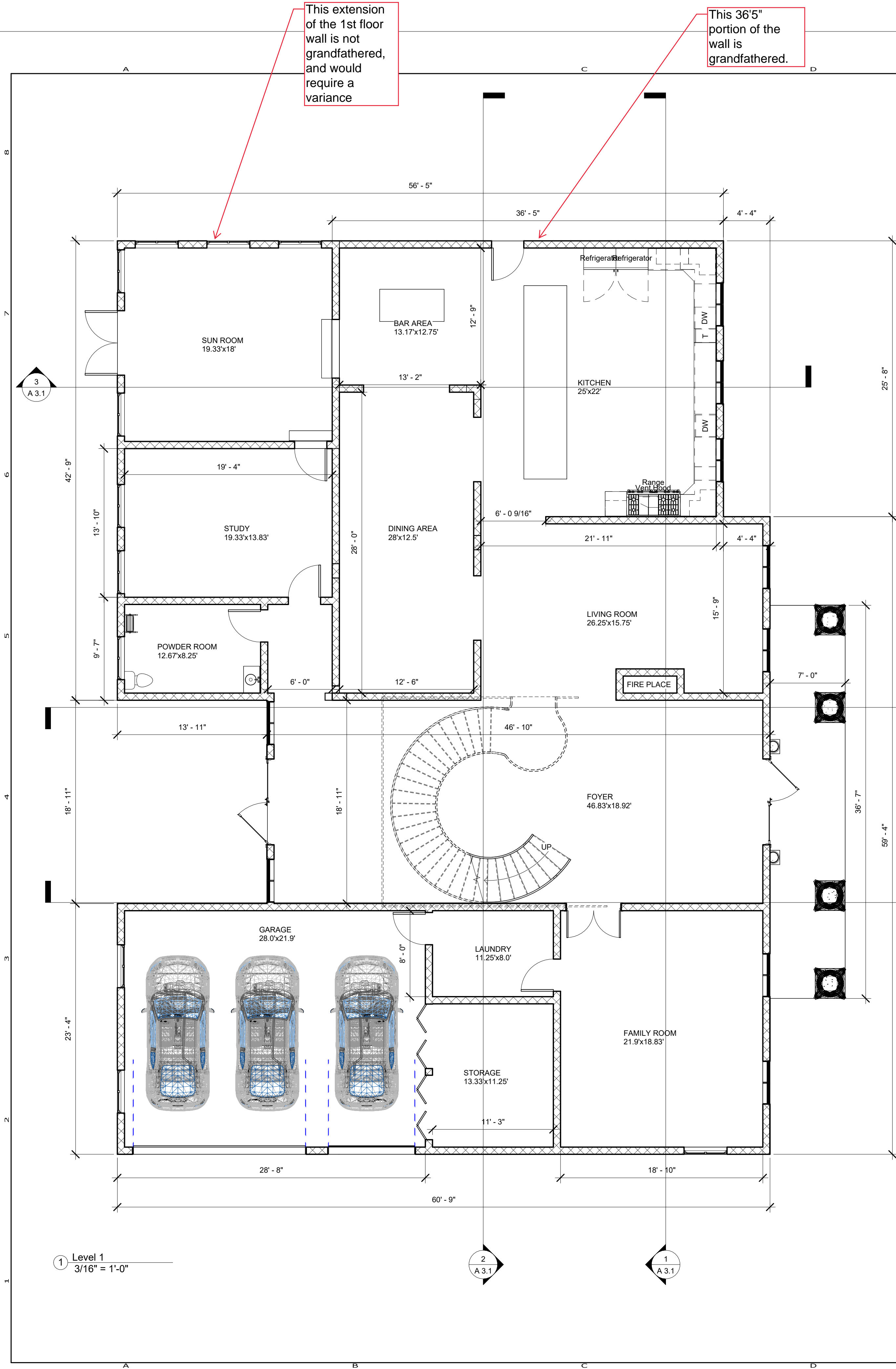
CERTIFICATION:
This is to certify that this above ground sketch of boundary survey was made under my responsible charge and is accurate and correct to the best of my knowledge and belief. I further certify that this sketch meets the current Standards of Practice, established by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Codes, pursuant to current Section 472.027, Florida Statutes.

Robert L. Thompson
ROBERT L. THOMPSON (PRESIDENT)
PROFESSIONAL SURVEYOR AND MAPPER No. 3869 - STATE OF FLORIDA



- C1:
Radius: 2831.93'
Delta: 02°15'26"
Arc Length: 111.56'
Tangent: 55.79'
Chord: 111.56'
Course: S 09°42'36" W
- C2:
Radius: 2831.93'
Delta: 02°04'00"
Arc Length: 102.14'
Tangent: 51.08'
Chord: 102.14'
Course: S 11°52'19" W
- C3:
Radius: 2831.93'
Delta: 02°08'11"
Arc Length: 105.59'
Tangent: 52.80'
Chord: 105.59'
Course: S 07°30'48" W

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REVISIONS: BY / DATE

PROJECT TITLE:
ASIR Residence
 5920 N. Ocean Blvd,
 Ocean Ridge, FL 33435.

SHEET TITLE:
FLOOR PLAN

DATE: September, 29 2023
 JOB NO: 2023-06
 DRAWN BY: NBS
 CHECKED BY: SSR

SHEET NUMBER:
A1.0

**TOWN OF OCEAN RIDGE
DEVELOPMENT PLAN REVIEW MEETING – 5920 N. OCEAN BLVD.
JANUARY 2, 2024**

AGENDA / Meeting Notes

Attendees: Kelly Avery, Town Clerk; Tara Bamber, Town Engineer; Corey O’Gorman, Town Planner; Joseph and Helen Asir, Owners; Noemi Sanchez, SRI Consultants; and Shirish Rajpathak (by Facetime), SRI Consultants.

Overview: the agenda and discussion were focused on correspondence from Helen Asir to Kelly Avery dated December 27, 2023, which identified three issues as outlined below.

1. Development Plan Review

- a. Section 63-56 Requirements
- b. Scope of Work
 - i. Current AC Square Footage: 2928
 - ii. Proposed AC Square Footage: 7716

Discussion: It was discussed that Section 63-56 of the Town Code requires Development Plan Review for any construction that increases the size of an existing structure by more than 50%, or that costs more than 50% of the value of the existing structure. Because the square footage is increased more than 50% of the existing, from 2928 to 7716 of AC’ed space, that Development Plan Review is required.

2. Requirement for Drainage Plan

- a. Additional Driveway access to N Ocean
- b. Additional Driveway access to garage
- c. Landscape required to ensure that there are no conflicts

Discussion: The survey and site plan were reviewed, and it was discussed that there is a substantial addition of impervious surface for driveways and building expansion thus requiring a site drainage plan and that the Town Code does not provide any credit for porous pavers. It was discussed that all project drainage must be kept on site for the 1st inch of stormwater and the current plan proposes a retention area in the front yard area between the proposed looped driveways and site drainage would either connect to this retention area and/or be accommodated in an exfiltration system.

Issues with FDOT drainage on N. Ocean Blvd, slopes and drainage along the Whitney Way frontage were also discussed, and the septic tank and drain field were also discussed. Ponding in the N. Ocean Blvd area creates drainage design challenges that will need to be addressed by the drainage plan, and design challenges exist with the slopes/wall and drain field on the Whitney Way side of the site. The site survey shows that Whitney Way is a privately owned Access and Utility Easement, and that the Town has no ownership or maintenance responsibility for this land

and the subject property has no right of access to this area. It was discussed that a septic tank engineer would need to evaluate the proposed pump-out system for Health Dept permitting, and that the design/permitting should be far enough along that no changes would be required to the site plan that impact Development Plan Review. Also access for maintenance of the septic system would need to be internal to the property of authorized by the owner of Whitney Way.

Regarding landscaping it was discussed that although no additional landscaping is proposed, that as much information must be provided to ensure that there are no conflicts with proposed site drainage or utilities. It was also discussed that landscaping is an important issue of the Planning & Zoning Board as part of the Development Plan Review, and any information that can be provided would be helpful to their action on the application.

3. Variance

- a. Addition of "Sun Room"
- b. Nonconforming code, 63-117(d)
- c. Variance standards/thresholds
 - i. Administrative
 - ii. Board of Adjustment

Discussion: It was discussed that architectural plan sheet A-0.1 shows an "Encroachment Area" and provides calculations on a 5% encroachment threshold that indicates compliance with the administrative variance allowance in the Town Code although an application for variance was not submitted. It was pointed out that any new construction is required to comply with all setbacks or a variance obtained, so the proposed addition to the 1st floor area is not permitted without a variance. Although the Town Code makes provision for an administrative variance, the Town Code does not have the ability to waive the administrative variances as requested in Helen Asir's letter of December 27, 2023, and the administrative variance is only allowed for setback encroachments on the expansion of grandfathered structures as defined in the Town Code.

Additional discussion included that if the calculations are correct and the project qualifies for an administrative variance, a separate application must be submitted to the Town making that request. It was noted that the Town has not yet processed an administrative variance because it is a relatively new code provision, so the process for review and action is to be determined.

Because there are notice provisions required to advise neighbors of the request, if there were objections from neighbors it is possible that the Town would not allow the variance to be approved administratively, and rather require a hearing before the Board of Adjustments. It was also discussed that the variance would need to be approved before action could be taken by the Planning & Zoning Board on the Development Plan Review application.

LAND DEVELOPMENT CODE ADMINISTRATIVE VARIANCE APPLICATION

The undersigned applicant(s) hereby petitions the Town of Ocean Ridge Town Clerk to call a public hearing(s) after due public notice, the cost of which is hereby assumed by the undersigned for the purpose of considering an administrative variance to the Town's Land Development Code, as described herein, as provided for under Town Code Section 63-117.

APPLICANT(S) NAME: Helen Asir
PROPERTY ADDRESS: 5920 N Ocean Blvd, Ocean Ridge, FL 33435
EMAIL ADDRESS: asirs@comcast.net
PHONE: 609-933-1274/609-933-1275

INSTRUCTIONS FOR COMPLETION OF APPLICATION

1. All properties within a single application must be contiguous (immediately adjacent) to one another, and the Administrative Official may require more than one (1) application if the property concerned contains more than five (5) acres, or the fee paid for one (1) application would not equal the cost of processing the same.
2. No administrative variance application shall be accepted by the Town Clerk for filing unless it is presented on the official forms provided by the town, and is filed with **an original plus two (2) copies, including all exhibits as listed below, for a total submission of three (3) packets.**
3. Before any application is deemed "filed", it must be complete (with all required information as stated below), and the **filing fee of \$1,500** must be received by the Town Clerk, along with Mailing labels and postage paid envelopes, GIS property list, and map **obtained from the Palm Beach County Property Appraiser's Office** for all properties within 300' of the subject property.
4. An application is complete only when it is executed in affidavit form (sworn) by:
 - a. the owner or owners of at least seventy-five (75%) per cent of the property described in the application; or
 - b. the tenant or tenants, with the owners' written (sworn) consent; or
 - c. the duly authorized agent(s), with the owners' power of attorney (not including members of the Florida Bar); or
 - d. the contract purchasers, with the filing of a copy of the Contract of Sale and Purchase; or
 - e. the Administrative Official; or
 - f. any person aggrieved by a development order or requirement.

NATURE OF THE REQUEST FOR ADMINISTRATIVE VARIANCE

Section 63-117 of the Town of Ocean Ridge, Land Development Code requires _____
An administrative variance if there is an encroachment of a
grandfathered setback requirement

The applicant requests an administrative variance to permit:

An encroachment of less than 5% of total proposed building
size on a grandfathered setback on the North Side of subject
property

DESCRIPTION OF PROPERTY

1. **Exhibit A:** A copy of the latest recorded deed is attached hereto as **Exhibit A**. The Property Control No. 46-43-45-27-08-000-0453 and the subject property is located approximately 110 feet from the intersection of State Road A1A & Thompson St and _____, on the (~~north~~, ~~east~~, ~~south~~, west) side of State Road A1A Street.

THE FOLLOWING REQUIRED GRAPHIC INFORMATION
SHALL BE ATTACHED TO THIS APPLICATION, AND MARKED AS REQUIRED

2. **Exhibit B:** surveys submitted must be sealed by a Land Surveyor licensed by the State of Florida at a scale prescribed by the Town containing the following:

- a. An accurate legal description of the property,
- b. A computation of the size of the tract to the nearest one-tenth (1/10) of an acre.
- c. The survey must have been prepared for the current property owner, contract purchaser, or owners' agent or attorney, and regardless of when prepared, must contain all updated information such as latter property revisions including but not limited to fencing, walls, structures, driveways or walkways.

3. **Exhibit C:** The location of the subject parcel plotted by an engineer or surveyor registered in the State of Florida on a copy of the official zoning map of the Town or a reasonable facsimile thereof.

4. **Exhibit D:** A property owners' location drawing showing all property owners information required below and their relation to the subject parcel.

5. **Exhibit E:** a complete list of all property owners, mailing addresses, and legal descriptions of all property within three hundred (300) feet of the subject parcel as recorded in the latest official tax rolls prepared by the Palm Beach County Tax Collector.

6. **Exhibit F:** a statement of the applicant's equitable or title interest in the property, accompanied by one of the following:

- a. If joint and several ownership, a written consent by all owners of a record, or

- b. If a contract purchaser, a copy of the Contract for Sale and Purchase, plus the written consent of the owners, or
- c. If an authorized agent, a copy of the Agency Agreement, or Power of Attorney giving the consent of the owners, or
- d. If a lessee, a copy of the lease agreement and written consent of the owners, or
- e. If a corporation or other business entity, the name of the officer or person responsible for the application and written proof that said person has the authority to represent the corporation or other business entity, or
- f. If more than one owner, the title owners of a least seventy-five (75) percent of the property described in the application must provide written consent.

7. **Exhibit G:** Each application for variance shall include the following information to be shown on a Site Plan of the property:

- a. The exact location of all structures on the property, showing distance from the property line(s) and other structures.
- b. The exact location of the property related to the public street or easement on which the property fronts.
- c. The exact location of driveways and fences of the subject property.
- d. An accurate indication of what and where the variance is as it relates to the existing structures on the property and to the nearest property or properties which the relief sought would affect.
- e. All pertinent information, such as drawings of details, landscaping, detailed measurements, parking, public and private utilities, and other information designed to provide a factual basis for the consideration of the variance shall be included on the Site Plan.
- f. Plans for Multiple Dwelling Units **are to be reviewed for off-street parking and landscaping by the Administrative Official prior** to filing an Application for Variance.

APPLICANT'S CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

The undersigned Applicant(s) swears or affirms, under penalty of perjury, that he/she (they) understand and will comply with the provisions of the Town of Ocean Ridge Land Development Code, and in particular Sections 63-73 and 63-34 (only if a variance is requested). The undersigned further certifies the foregoing statements made herein, together with all exhibits attached hereto, or later presented at a hearing in this cause, are true to the best of his/her (their) knowledge and belief.

[Signature]
Signature of Applicant 1

[Signature]
Signature of Witness 1

Signature of Applicant 2

[Signature]
Signature of Witness 2

APPLICANT IS:

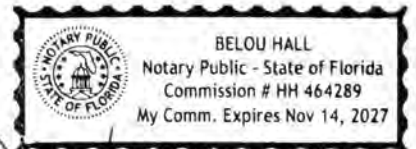
- Owner
- Contract Purchaser
- Other _____
(explain)

NAME, ADDRESS, EMAIL & PHONE OF OWNER(S), IF OTHER THAN APPLICANT(S):

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, on this 29 day of JANUARY 2024.

[Signature]
Notary's Signature --- Notary Public, State of Florida - At Large

STAMP



Personally Known or Type of Identification Produced: Florida Driver License

APPLICANT'S CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

The undersigned Applicant(s) swears or affirms, under penalty of perjury, that he/she (they) the foregoing statements made herein, together with all exhibits attached hereto, or later presented at a hearing in this cause, are true to the best of his/her (their) knowledge and belief.

[Signature]
Witness Signature

[Signature]
SIGNATURE OF APPLICANT(S)

[Signature]
Witness Signature

Helen Asir
Type/Print Name of Applicant(s)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, on this 29 day of January 2024.

[Signature]
Notary's Signature --- Notary Public, State of Florida - At Large



Personally Known or Type of Identification Produced: Florida driver License

TOWN OF OCEAN RIDGE, FLORIDA
FOR OFFICIAL TOWN USE ONLY

DATE OF OFFICIAL ACCEPTANCE: _____ OFFICIAL FILE NUMBER: _____

FEE PAID: _____ PUBLIC HEARING DATE: _____

Joseph Asir
Helen Pamela Asir
250 Royal Palm Way
Palm Beach, FL 33480

259
63-1623/670

1/29/24
DATE

PAY TO THE
ORDER OF

Town of Clear Ridge \$ 1500.00
one thousand & five hundred DOLLARS

Security features
included.
Details on back.



FINEMARK
NATIONAL BANK & TRUST

FOR

5520 N. Ocean
OR
Vancouver Administration
Helen Asir



00259

Property Detail

Location Address	5920 N OCEAN BLVD
Municipality	OCEAN RIDGE
Parcel Control Number	46-43-45-27-08-000-0453
Subdivision	BOYNTON SUB AMNDED PL
Official Records Book	33187
	Page 1638
Sale Date	DEC-2021
Legal Description	AMENDED PL OF BOYNTONS SUB N 110 FT OF S 210 FT OF MUCK LT 45 LYG W OF SR A1A

Owner Information

Owners	Mailing address
ASIR HELEN	5920 N OCEAN BLVD BOYNTON BEACH FL 33435 5244

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-2021	\$2,275,000	33187 / 01638	WARRANTY DEED	ASIR HELEN
SEP-2012	\$800,000	25519 / 01776	WARRANTY DEED	JHAVERI MEHUL & PIAZZA MATTHEW R
DEC-2005	\$745,000	19706 / 00975	QUIT CLAIM	MRP LLC
JUN-2005	\$1,099,000	18839 / 01964	WARRANTY DEED	PEPITONE JASON
NOV-2002	\$765,000	14463 / 01468	WARRANTY DEED	HOOD HUGH
OCT-1999	\$420,000	11430 / 00815	WARRANTY DEED	
DEC-1988	\$293,000	05913 / 00797	WARRANTY DEED	
JAN-1978	\$111,000	02892 / 01217	WARRANTY DEED	

Exemption Information

Applicant/Owner	Year	Detail
ASIR HELEN	2023	HOMESTEAD
ASIR HELEN	2023	ADDITIONAL HOMESTEAD

Property Information

Number of Units	1
*Total Square Feet	3456
Acres	0.6264
Use Code	0100 - SINGLE FAMILY
Zoning	RSF - SINGLE FAMILY RESIDENTIAL (46-OCEAN RIDGE)

Appraisals

Tax Year	2023 P	2022	2021
Improvement Value	\$709,785	\$559,221	\$291,524
Land Value	\$1,726,936	\$1,255,954	\$795,015
Total Market Value	\$2,436,721	\$1,815,175	\$1,086,539

P = Preliminary *All values are as of January 1st each year*

Assessed and Taxable Values

Tax Year	2023 P	2022	2021
Assessed Value	\$1,540,423	\$1,495,556	\$1,086,539
Exemption Amount	\$50,000	\$50,000	\$0
Taxable Value	\$1,490,423	\$1,445,556	\$1,086,539

Taxes

Tax Year	2023 P	2022	2021
Ad Valorem	\$27,757	\$27,455	\$21,091
Non Ad Valorem	\$190	\$184	\$178
Total tax	\$27,947	\$27,639	\$21,269

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcbgov.org/PAPA

"AS IS" Residential Contract For Sale And Purchase



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

PARTIES: MEHUL JHAVERI ("Seller"), and Helen Asir ("Buyer"),

agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 5920 N OCEAN BLVD, OCEAN RIDGE, FL 33435
(b) Located in: PALMBEACH County, Florida. Property Tax ID #: 46-43-45-27-08-000-0453
(c) Real Property: The legal description is AMENDED PL OF BOYNTONS SUB N 110 FT OF S 210 FT OF MUCK LT 45 LYG W OF SR A1A

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

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

Other Personal Property items included in this purchase are:

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

- (e) The following items are excluded from the purchase:

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): \$ 2,300,000.00

(a) Initial deposit to be held in escrow in the amount of (checks subject to Collection) \$ 50,000.00

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

Escrow Agent Name: First American Title
Address: c/o Sharon Weber 480 Hibiscus St #115, West Palm Bea Phone: 561-421-3500
E-mail: sharon.weber@corcoran.com Fax:

(b) Additional deposit to be delivered to Escrow Agent within 8 (if left blank, then 10) days after Effective Date \$ 65,000.00

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

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$500,000.00

(d) Other: \$

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (see STANDARD S) \$ 1,685,000.00

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

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before November 28, 2021 9:00pm, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

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

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

53* this Contract, the Closing shall occur on 45 days from Effective date ("Closing Date"), at the time
54 established by the Closing Agent.

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

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

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

64 **6. OCCUPANCY AND POSSESSION:**

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

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

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

86 **FINANCING**

87 **8. FINANCING:**

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

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

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

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

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

Buyer's Initials HA

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Seller's Initials MJ PJ

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

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

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

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

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

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

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

CLOSING COSTS, FEES AND CHARGES

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

(a) COSTS TO BE PAID BY SELLER:

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

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

(b) COSTS TO BE PAID BY BUYER:

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

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

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

167 **(CHECK ONE):**

168* (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the
169 premium for Buyer's lender's policy and charges for closing services related to the lender's policy,
170 endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other
171 provider(s) as Buyer may select; or

172* (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing
173 services related to Buyer's lender's policy, endorsements and loan closing; or

174* (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall
175 furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a
176 continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for
177 reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing
178 continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not
179* be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title
180 search ordered or performed by Closing Agent.

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

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

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

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

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

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

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

203 **DISCLOSURES**

204 **10. DISCLOSURES:**

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

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

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

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

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

256 PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

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

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

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

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

292 ESCROW AGENT AND BROKER

293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of
296 this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting
297 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may
298 take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or
299 liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until
300 the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine
301 the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the
302 dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon
303 notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the
304 extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will
305 comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through
306 mediation, arbitration, interpleader or an escrow disbursement order.

307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent
310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to
311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or
312 termination of this Contract.

313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
319 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
320 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
321 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with
325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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

335 **DEFAULT AND DISPUTE RESOLUTION**

336 **15. DEFAULT:**

- 337 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
338 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit
339 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and
340 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under
341 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
342 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
343 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
344 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- 345 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
346 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
347 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
348 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
349 performance.

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

351 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and 352 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled 353 as follows:

- 354 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
355 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
356 16(b).
- 357 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
358 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
359 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
360 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
361 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
362 16 shall survive Closing or termination of this Contract.

363 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted 364 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in 365 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover 366 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the 367 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

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

369 **18. STANDARDS:**

370 **A. TITLE:**

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

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

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

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

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

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

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

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

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

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

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

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

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

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

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

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

499 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
500 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
501 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
502 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
503 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
504 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the
505 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an
506 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K
507 shall survive Closing.

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

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

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

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

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

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

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

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

549 **T. RESERVED.**

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

553 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
554 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
555 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

556 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
 557 from the IRS authorizing a reduced amount of withholding.

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

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

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

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

578 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 579 8288 and 8288-A, as filed.

580 **W. RESERVED**

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

ADDENDA AND ADDITIONAL TERMS

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

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

591* **20. ADDITIONAL TERMS:** Seller shall, prior to closing and at seller's expense, undertake a code enforcement and
592 open permit search of the property. Seller shall also close all open permits and correct any outstanding code
593 enforcement violations, if any.
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609 **COUNTER-OFFER**

610 Seller counters Buyer's offer.

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

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

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

618 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
619 TO BE COMPLETED.

620* Buyer: Helen Asir Date: 11/27/2021

621* Buyer: _____ Date: _____

622* Seller: Mehul Jhaveri Date: 11/29/2021 9:52 PM EST

623* Seller: Punita Jhaveri Date: 11/29/2021 10:30 PM EST

624 Buyer's address for purposes of notice Seller's address for purposes of notice
625* _____
626* _____
627* _____

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

634* Steven Presson
635 **Cooperating Sales Associate, if any**

Halja Vosu
Listing Sales Associate

636* Corcoran Group
637 **Cooperating Broker, if any**

Vosu Realty
Listing Broker

Prepared by and return to:
Todd E. Surber, Esq.
President
Independence Title Insurance Agency, Inc.
830 S.E. 5th Avenue
Delray Beach, FL 33483
561-368-3337
File Number: B21-766
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 28th day of December, 2021 between Mehul Jhaveri and Punita Jhaveri, husband and wife whose post office address is 363 E. Conference Drive, Boca Raton, FL 33486, grantor, and Helen Asir, a married woman whose post office address is 5920 North Ocean Blvd, Ocean Ridge FL 33435 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:

That part of the North 110 feet of the South 210 feet of Tract 45 lying West of the Right-of-Way of State Road A1A, of the Amended Plat of part of Boynton's Subdivision, according to the Plat recorded in Plat Book 12, Page 45, Public Records of Palm Beach County, Florida

Parcel Identification Number: 46-43-45-27-08-000-0453

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

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

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

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

[Signature] (Seal)
Mehul Jhaveri
[Signature] (Seal)
Punita Jhaveri

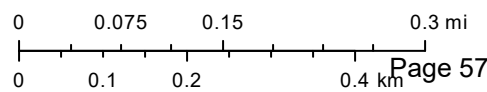
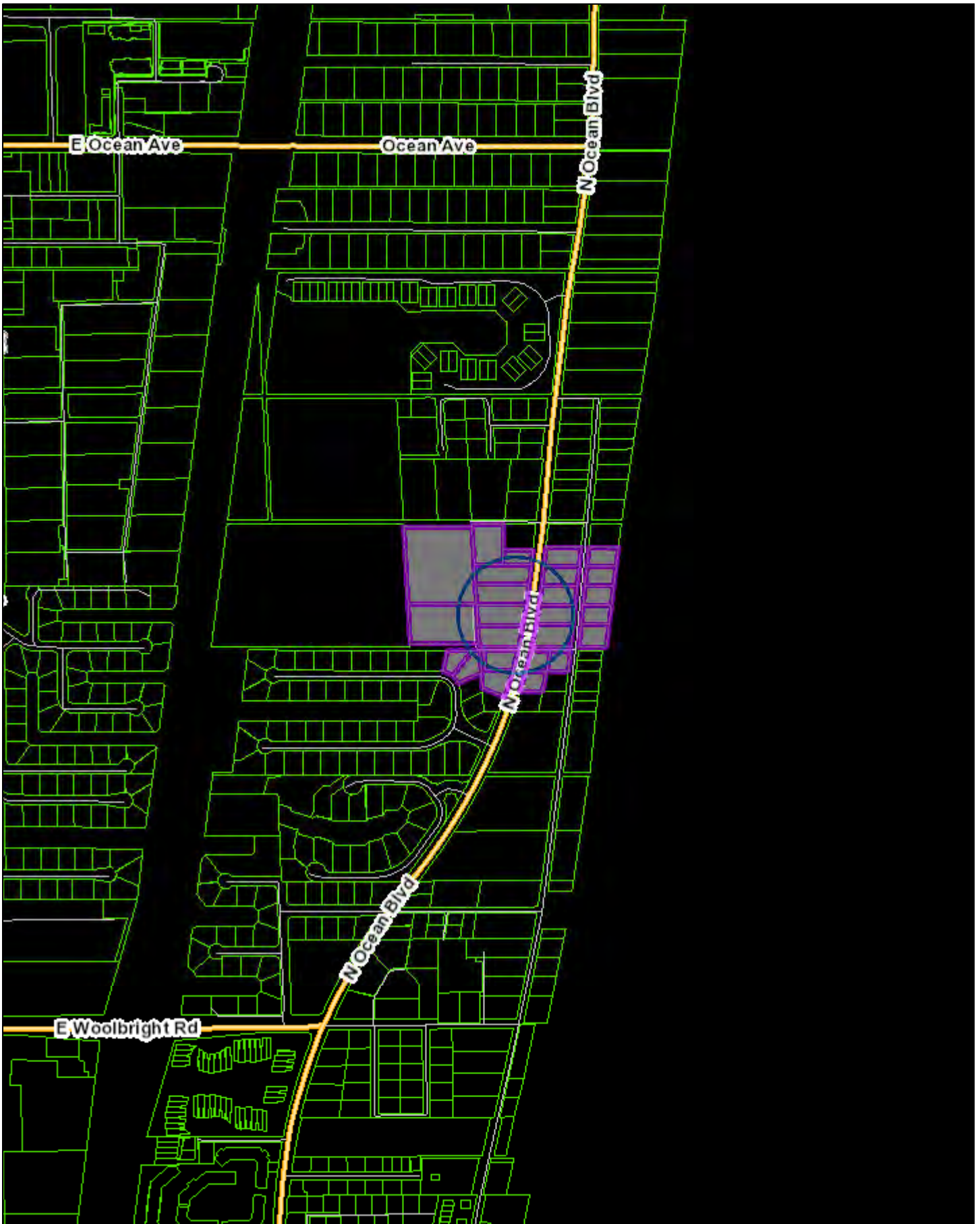
State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of December, 2021 by Mehul Jhaveri and Punita Jhaveri, who are personally known or have produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public
Printed Name: Todd Surber
My Commission Expires: 9/27/22



Parcel Number	Owner Name	Owner Name 2	Mailing 1	City State & Zip	Site Address	Buffer
4.64345E+16	SIGWALT SEBASTIEN &	SIGWALT DANIELLE	223 N KING ST	LEESBURG VA 20176 2208	6010 N OCEAN BLVD	300
46434527080000384	DAGHER SAMI I &	DAGHER NORMA	6000 N OCEAN BLVD	BOYNTON BEACH FL 33435 5246	6000 N OCEAN BLVD	300
46434527080000385	REITER RUSSELL M &	REITER SUSAN C	1 CORRINE ST	OCEAN RIDGE FL 33435 3276	1 CORRINE ST	300
46434527080000452	CAPLAN JAMES F		5910 N OCEAN BLVD	BOYNTON BEACH FL 33435 5244	5910 N OCEAN BLVD	300
46434527080000453	ASIR HELEN		5920 N OCEAN BLVD	BOYNTON BEACH FL 33435 5244	5920 N OCEAN BLVD	300
46434527080000454	GALAINENA LUIS A &	GALAINENA MARIA L &	5930 N OCEAN BLVD	BOYNTON BEACH FL 33435 5244	5930 N OCEAN BLVD	300
46434527080000461	TOMARCHIO FREDRIC A &	TOMARCHIO MARCIA M	13327 SPRINGWOOD CT	ELLICOTT CITY MD 21042 1256	5888 N OCEAN BLVD	300
46434527080000464	SIBLEY MATTHEW D &	SIBLEY KERRI L	5890 N OCEAN BLVD	OCEAN RIDGE FL 33435 6238	5890 N OCEAN BLVD	300
46434527080050031	MUCHA JACEK		6013 N OCEAN BLVD	OCEAN RIDGE FL 33435 5237	6013 N OCEAN BLVD	300
46434527080050051	SIMON DAVID &	SIMON JILL	6011 N OCEAN BLVD	BOYNTON BEACH FL 33435 5237	6011 N OCEAN BLVD	300
46434527080050070	DRACARYS DELRAY LLC		998 OLD COUNTRY RD UNIT	PLAINVIEW NY 11803 4981	6009 N OCEAN BLVD	300
46434527080050081	STEELPOINT PROPERTIES LLC		5929 N OCEAN BLVD	BOYNTON BEACH FL 33435 5245	5929 N OCEAN BLVD	300
46434527080050101	KOSINSKI GARY &	KOSINSKI PENNY	6000 OLD OCEAN BLVD	BOYNTON BEACH FL 33435 5243	6000 OLD OCEAN	300
46434527080060010	NEWLAND MAX		5907 N OCEAN BLVD	BOYNTON BEACH FL 33435 5245	5907 N OCEAN BLVD	300
46434527080060020	VAN ARNEM HAROLD L &	VAN ARNEM BRIDGET S	5910 OLD OCEAN BLVD	BOYNTON BEACH FL 33435 6223	5910 OLD OCEAN	300
46434527090000040	OCARROLL FINBARR &	OCARROLL ELIZABETH	18 HARBOUR DR N	BOYNTON BEACH FL 33435 6212	18 HARBOUR DR N	300
46434527090000050	PETERSON ROSEMARIE	PETERSON ROSEMARIE TR	22 HARBOUR DR N	OCEAN RIDGE FL 33435 6212	22 HARBOUR DR N	300
46434527470000030	MILLION CHARLES A &	NARDI TIMOTHY M	5905 N OCEAN BLVD	OCEAN RIDGE FL 33435 5245	5905 N OCEAN BLVD	300
46434527700000010	MISSION FARMS EVERGLADES		13349 60TH ST S	WELLINGTON FL 33449 6012	2 WHITNEY WAY	300
46434527700000020	HOET FRANKLIN D &	DE HOET DANIELA MARTINEZ	13349 60TH ST S	WELLINGTON FL 33449 6012	4 WHITNEY WAY	300

Sebastien & Danielle Sigwalt
223 King Street
Leesburg, VA 20176

Sami I & Norma Dagher
6000 N Ocean Blvd
Boynton Beach, FL 33435

Russell M & Susan C Reiter
1 Corrine Street
Ocean Ridge, FL 33435

James F. Caplan
5910 N. Ocean Blvd
Boynton Beach, FL 33435

Helen Asir
5920 N Ocean Blvd
Boynton Beach, FL 33435

Luis A & Maria L Galainena
5930 N Ocean Blvd
Boynton Beach, FL 33435

Fredric A & Marcia M Tomarchio
13327 Springwood Ct
Ellicott City, MD 21042

Matthew D & Kerri L Sibley
5890 N Ocean Blvd
Ocean Ridge, FL 33435

Jacek Mucha
6013 N Ocean Blvd
Ocean Ridge, FL 33435

Jill & David Simon
6011 N Ocean Blvd
Ocean Ridge, FL 33435

Dracary's Delray LLC
998 Old Country Road, Unit 332
Plainview, NY 11803

Steelpoint Properties, LLC
5929 N Ocean Blvd
Boynton Beach, FL 33435

Gary & Penny Kosinski
6000 Old Ocean Blvd
Boynton Beach, FL 33435

Max Newland
5907 N Ocean Blvd
Boynton Beach, FL 33435

Harold L & Bridget S Van Arnem
5910 Old Ocean Blvd
Boynton Beach, FL 33435

Finbarr & Elizabeth O'Carrol
18 Harbor Dr. N
Boynton Beach, FL 33435

Rosemarie Peterson &
Peterson Rosemarie TR
22 Harbor Dr, N
Ocean Ridge, FL 33435

Charles A Million &
Timothy M Nardi
5905 N Ocean Blvd
Ocean Ridge, FL 33435

Mission Farms Everglades
13349 60th St S
Wellington, FL 33449

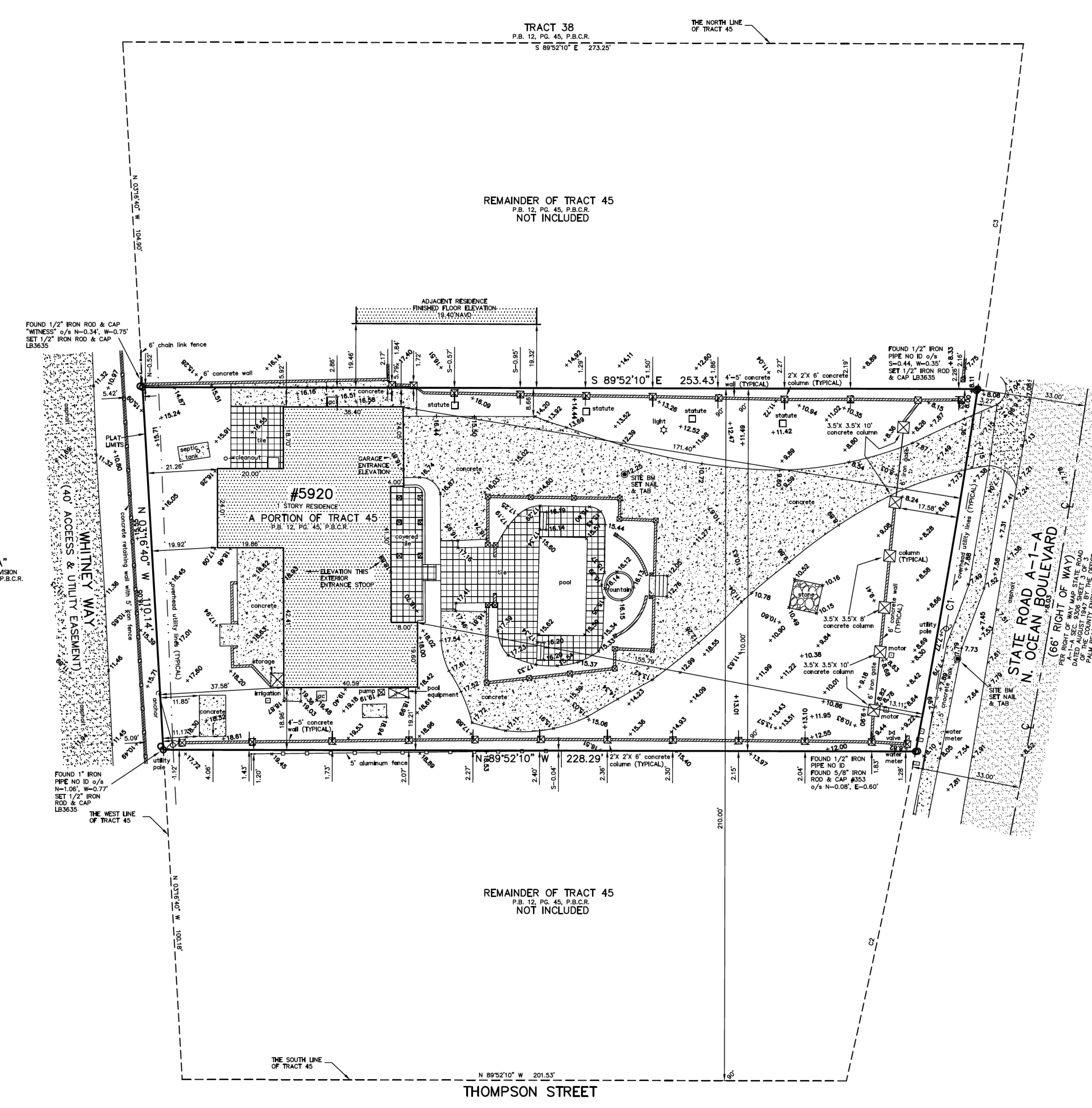
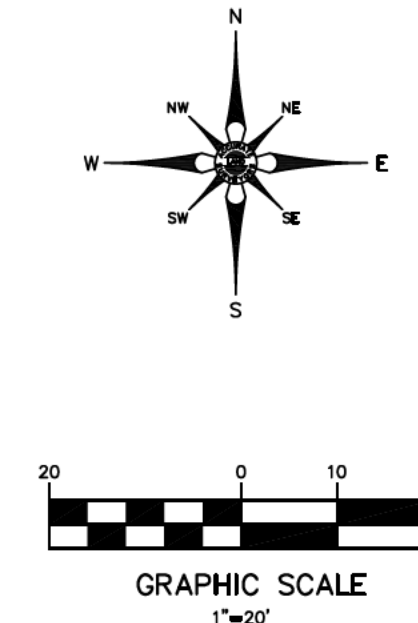
Franklin D & Daniela Hoet
13349 60th St S
Wellington, FL 33439

BOUNDARY & TOPOGRAPHIC SURVEY

SYMBOLS & LEGEND OF ABBREVIATIONS:

R/W	=	RIGHT OF WAY	x 7.00'	=	ELEVATIONS BASED ON N.A.V.D.
N	=	NORTH	(AE)	=	APPARENT ENCROACHMENT
S	=	SOUTH	P.B.C.R.	=	PALM BEACH COUNTY RECORDS
E	=	EAST	M.D.C.R.	=	MIAMI-DADE COUNTY RECORDS
W	=	WEST	P.O.C.	=	POINT OF COMMENCEMENT
D.B.	=	DEED BOOK	P.O.B.	=	POINT OF BEGINNING
ENCH.	=	ENCROACH	CHATT.	=	CHATTahoochee
F.F.	=	FINISHED FLOOR	F.P.L.	=	FLORIDA POWER & LIGHT
GAR.	=	GARAGE	B.C.R.	=	BROWARD COUNTY RECORDS
CL	=	CENTERLINE	O.R.B.	=	OFFICIAL RECORDS BOOK
MH	=	MANHOLE	F.D.O.T.	=	FLORIDA DEPARTMENT OF TRANSPORTATION
(M)	=	MEASURED	D.E.P.	=	DEPARTMENT OF ENVIRONMENTAL PROTECTION
P.B.	=	PLAT BOOK	D.N.R.	=	DEPARTMENT OF NATURAL RESOURCES
A/C	=	AIR CONDITIONER	P.R.M.	=	PERMANENT REFERENCE MONUMENT
P	=	PLAT	N.A.V.D.	=	NORTH AMERICAN VERTICAL DATUM

⊗	VALVE	□	UTILITY BOX	—	PARKING STRIPE
⊙	MANHOLE	⊕	HYDRANT	— · — · —	OVERHEAD UTILITY LINES
⊕	BASIN	⊕	UTILITY POLE	▨	6" CONCRETE WALL
⊕	WELL	⊕	VAULT	▨	COVERED AREA
⊕	WATER METER	⊕	LIGHT	▨	CONCRETE
⊕	MONITORING WELL	⊕	BOLLARD	▨	BRICK PAVERS
⊕	PROPERTY CORNER	⊕	AIR CONDITIONER	▨	TILE
— · — · —	CHAIN LINK FENCE	▨	WOOD FENCE	▨	ASPHALT
— · — · —	WOOD FENCE	▨	METAL FENCE	▨	CONCRETE FENCE
— · — · —	METAL FENCE	▨	PVC FENCE	▨	WIRE FENCE



C1:
 Radius: 2831.93'
 Delta: 02°15'26"
 Arc Length: 111.56'
 Tangent: 55.79'
 Chord: 111.56'
 Course: S 09°43'17" W

C2:
 Radius: 2831.93'
 Delta: 02°04'00"
 Arc Length: 102.15'
 Tangent: 51.08'
 Chord: 102.14'
 Course: N 11°53'00" E

C3:
 Radius: 2831.93'
 Delta: 02°08'11"
 Arc Length: 105.60'
 Tangent: 52.80'
 Chord: 105.59'
 Course: S 07°31'28" W

STREET ADDRESS:
 5920 N. Ocean Boulevard, Ocean Ridge, Florida 33435

LEGAL DESCRIPTION:
 That part of the North 110 feet of the South 210 feet of Tract 45 lying West of the Right-of-Way of State Road A1A, of the Amederd Plat of part of BOYNTON'S SUBDIVISION, according to the Plat recorded in Plat Book 12, Page 45, Public Records of Palm Beach County, Florida.

- NOTES:**
- Unless otherwise noted field measurements are in agreement with record measurements.
 - Bearings shown hereon are based on a map bearing of north 89°52'10" west along the north right of way line of Thompson Street, per right of way map State Road A-1-A Sec. 9306 sheet 3 of 3 dated August 1947.
 - The lands shown hereon were not abstracted for ownership, rights of way, easements, or other matters of records by Accurate Land Surveyors, Inc.
 - Ownership of fences and walls if any are not determined.
 - This survey is the property of Accurate Land Surveyors, Inc. and shall not be used or reproduced in whole or in part without written authorization.
 - Any and all underground features such as foundations, utility lines, Ext. were not located on this survey. This is an above ground survey only.
 - The flood zone information shown hereon is for the dwellable structure only unless otherwise indicated.
 - The location of overhead utility lines are approximate in nature due to their proximity above ground, size, type and quantity must be verified prior to design or construction.
 - Accuracy statement: This survey meets or exceeds the horizontal accuracy for SUBURBAN LINEAR: 1 FOOT IN 7,500 FEET.
 - Printed copies of this survey are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
 - PDF copies of this survey are not valid without the digital signature of a Florida Licensed Surveyor and Mapper and must be verified.
 - This property may fall seaward of the coastal construction control line and cannot be determined without a coastal construction control line survey.
 - Perimeter area of the subject property is 26,535 square feet, or 0.60915978 acres, more or less.

FLOOD INFORMATION:
 Community name and number: Town of Ocean Ridge 125134
 Map and panel number: 12099C0793F
 Panel date: 10-05-2017
 Index date: 10-05-2017
 Flood zone: X
 Base flood elevation: N/A

BENCHMARK INFORMATION:
 Palm Beach County Benchmark #T 315
 Elevation = 23.661'NAVD1988

THIS SURVEY SUPERCEDES ALL PREVIOUS SURVEYS. ALL PREVIOUS SURVEYS SHOULD NOT BE USED FOR DESIGN OR CONSTRUCTION.

ORIGINAL DATE OF FIELD SURVEY: 12-28-2021	DRAWN BY: MLW	
FIELD BOOK: ALS-SU-21-3032	CHECKED BY: MLW	
REVISIONS & SURVEY UPDATES	DATE OF SURVEY & REVISIONS	BY
ADD PERIMETER AREA OF THE SUBJECT PROPERTY	12-20-2023	MLW
UPDATE/TOPOGRAPHIC SURVEY 23-1669	11-07-2023	MLW
UPDATE/TOPOGRAPHIC SURVEY 22-0733	04-15-2022	MLW

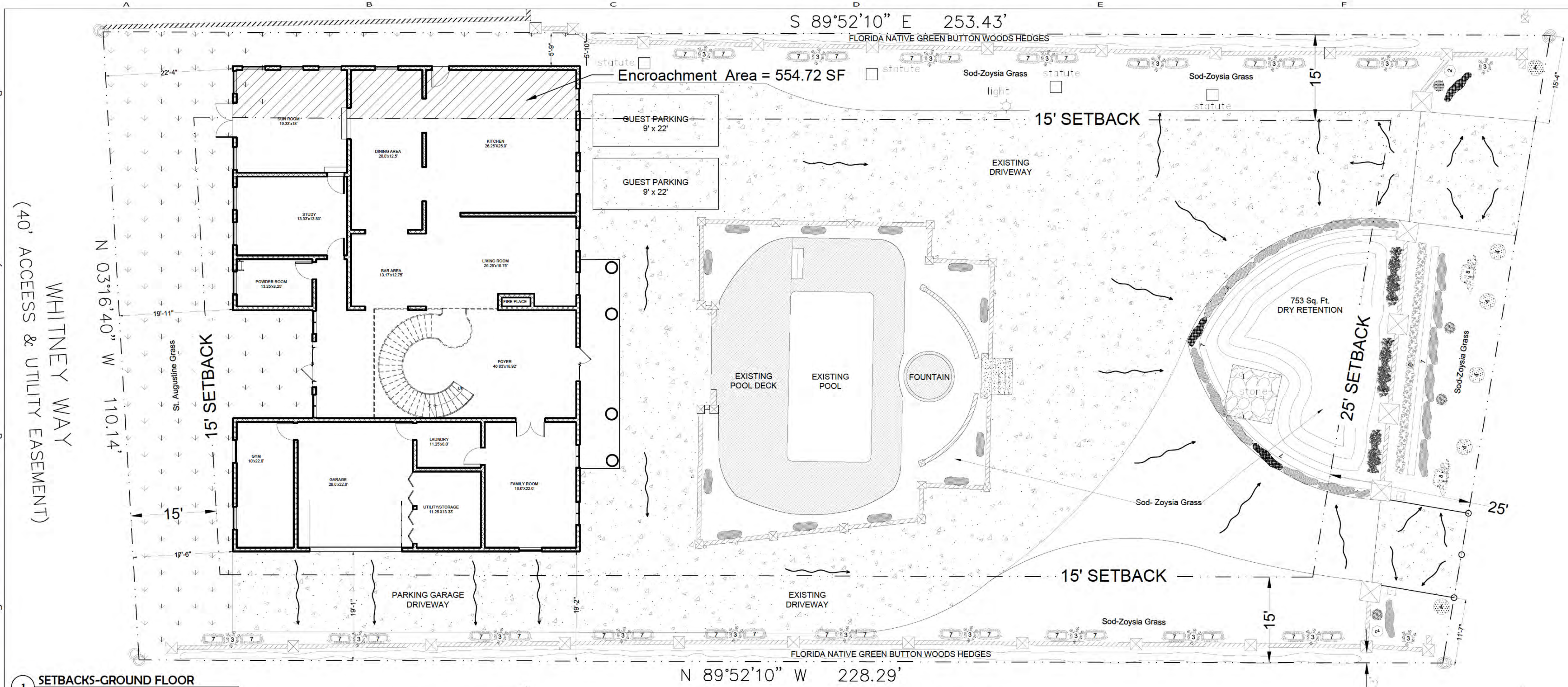
CERTIFY TO:
 Helen Asir

CERTIFICATION:
 This is to certify that this above ground sketch of boundary survey was made under my responsible charge and is accurate and correct to the best of my knowledge and belief. I further certify that this sketch meets the current Standards of Practice, established by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Codes, pursuant to current Section 472.027, Florida Statutes.

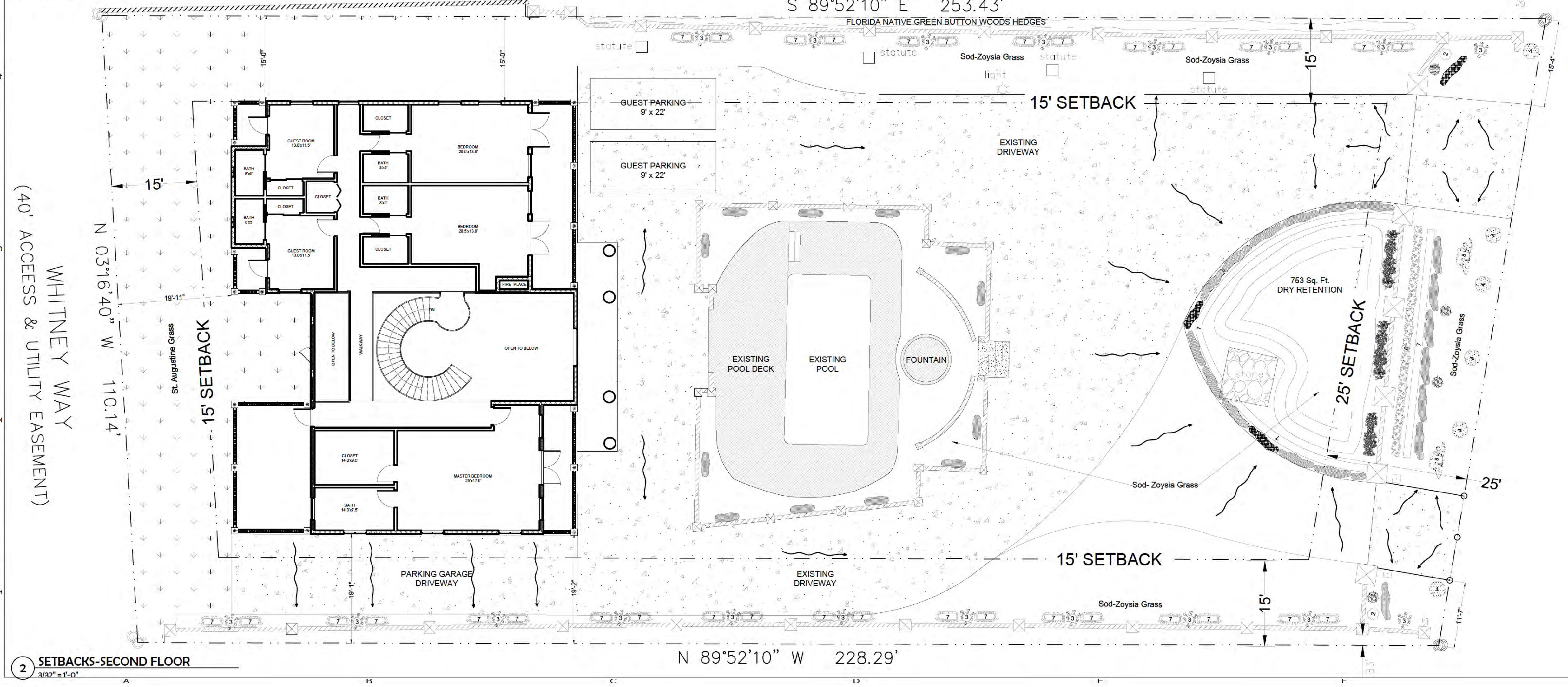
ROBERT L. THOMPSON (PRESIDENT)
 PROFESSIONAL SURVEYOR AND MAPPER NO. 3869 - STATE OF FLORIDA

SHEET 1 OF 1 | SCALE 1"=20' | SKETCH NUMBER SU-21-3032

CONSULTANTS, INC. SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS SHOWN IN THIS DRAWING. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. SRI CONSULTANTS, INC. SHALL NOT BE RESPONSIBLE FOR ANY DISCREPANCIES FOUND IN THIS DRAWING. SRI CONSULTANTS, INC. ASSUMES NO LIABILITY FOR THE UNAUTHORIZED USE OF THESE PLANS, SPECIFICATIONS AND REPRESENTATIONS.



1 SETBACKS-GROUND FLOOR
3/32" = 1'-0"



2 SETBACKS-SECOND FLOOR
3/32" = 1'-0"

SETBACK ENCROACHMENT CALCULATIONS:

- Lot area = 27,286 SF based on the property appraiser data.
- Setbacks area = 11,226 SF.
- G-FL-North Encroachment area = 555 SF.
- Max encroachment for variance is 5% of setback area = 561 SF.
- The setbacks encroachment is less than 5% of the Setbacks Area.

Landscape Legend

- 1 Garcinia
- 2 Japanese Blueberry Tree
- 3 Brugmansia Angle's Tumpet's
- 4 Calophylums
- Japanese Boxwoods
- White Mussaendas
- 7 Green Island Ficus
- 8 Large Benjamina Ficus
- Barbara Karst Bougainvillea

Existing Landscape information was provided by the owner.

Second floor is complying with the code mandated setbacks.

SRI
CONSULTANTS, INC.

1880 N. CONGRESS AVENUE
SUITE 224
BOYNTON BEACH, FL 33426
PH: (561) 372-1290, FAX: (561) 377-4590
E.O.C.A. # 9999

S. RAJATHAK
LICENSE
No. 42702
STATE OF
FLORIDA
ENGINEER
PROFESSIONAL

REVISIONS:	BY / DATE
1. Revised Setbacks	12/05/2023
2. Revised Site Plan	01/02/2024
3. Added Landscaping	01/17/2024

PROJECT TITLE

ASIR RESIDENCE

SHEET TITLE

SITE PLAN & LANDSCAPING

DATE: JANUARY 04, 2024

JOB NO: 2023-06

DRAWN BY: NBS

CHECKED BY: SSR

SHEET NUMBER

A-0.1

