



**Planning and Zoning Board Meeting
Agenda**

Marina Event Center - 190 East 13th Street, Riviera Beach, FL 33404

October 15, 2026

6:30 PM

Be advised, that the meeting location is subject to change. The public is encouraged to visit the City's website, www.rivierabch.com, for up to date information on meeting location and information.

Chairperson

William Wyly - District 3

Vice-Chair

Frank Fernandez - District 4

Board Members

Rena Burgess - District 1

Shandra Stringer - District 2

Rafer Williams - District 5

Alternate Members

Anthony Brown - District 1

Vacant - District 2

James Gallon - District 3

Marie Davis - District 4

Lucy Joseph - District 5

ADA Notice

This meeting is open to the Public. In accordance with the Americans with Disabilities Act of 1990, persons in need of a special accommodation to participate in the proceedings shall contact the Office of the City Clerk at 561-845-4090 no later than 2 days (48 hours) prior to the proceedings.

To request material in accessible format, sign language interpreters, hearing impaired accommodation, or any accommodation to review any document or participate in these proceedings, please contact the Florida Relay Services 1-800- 955-8771 (TDD) or 1-800-955-8770 (voice) for assistance.

Public Comments Information

If anyone wants to speak on an agenda item, please complete a public comment card located at the front desk and give it to the City Clerk staff before the City Council takes up the item for discussion and before the public comments section is announced. In no event will anyone be allowed to submit a comment card to speak on an agenda item after the title of the item is read or considered.

Consent Agenda: Total time allotted for comment on the Consent Agenda to each member of the public is three (3) minutes.

Regular Agenda: Members of the public will be given three (3) minutes to speak on any regular agenda item.

Please note that the time limit for public comment may be reduced by a vote of the City Council based on the voluminous nature of public comment cards.

Civility and Decorum: Please be reminded that the City of Riviera Beach is committed to civility and decorum by its officials, employees, and members of the public who attend this meeting. The City Council has adopted "Rules of Decorum Governing Public Conduct during Official Meetings", which provides in pertinent part:

- Board Members shall be recognized by the Chair and shall not interrupt a speaker.
 - Public comment shall be addressed to the Board as a whole and not to any individual on the dais or in the audience.
 - Displays of anger, rudeness, ridicule, impatience, lack of respect and personal attacks are strictly prohibited.
 - Unauthorized remarks from the audience, stamping of feet, clapping, whistles, yells and similar demonstrations shall not be permitted.
 - Offenders may be removed from the meeting.
 - Please mute or turn off cell phone at the start of the meeting. Failure to do so may result in being barred from the meeting.
-

Lobbying - Ordinance 4001 - Adopted September 2011

Lobbyist registration and reporting forms are available for you online and in print. Forms can be obtained in the Office of the City Clerk and Council Chambers. Registration and reporting forms shall be submitted to the Office of the City Clerk.

I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

- a. Acknowledgement of Board Member absence notification
- b. Acknowledgement of Board Member vacant positions

III. ADDITIONS AND DELETIONS TO THE AGENDA

IV. DISCLOSURE BY BOARD MEMBERS AND ADOPTION OF THE AGENDA

V. APPROVAL OF MINUTES

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

VII.a

An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving abandonment application (AB-26-0004), submitted by Oz Realty (Blue Heron Logistics Center Florida) Limited Partnership, to abandon a sixty (60)-foot canal right-of-way located adjacent to the property at 1177 West Blue Heron Boulevard, B102, and identified by Property Control Number 56-43-42-29-26-003-0020, in the City of Riviera Beach; providing for conditions of approval, providing for an effective date, and for other purposes

Juan David Suarez, Principal Planner, 561-845-4060

Staff recommends that the Planning and Zoning Board forward a recommendation of approval for abandonment application AB-26-0004 to the City Council.

[Cover Page](#)

[Staff Report - AB-26-0004v3](#)

[Justification Statement](#)

[Quit Claim Deed - Blue Heron FedEx](#)

[Legal Description - Petition Parcel](#)

[Plat No.2-A Lewis Terminals](#)

[Survey - Petition Parcel](#)

[Maintenance Agreement - Blue Heron FedEx](#)

[Ordinance - Blue Heron FedEx](#)

[Perpetual Access and Drainage Easement - Blue Heron FedEx](#)

[SP-Exceptions](#)

[Title Commitment - Petition Parcel](#)

[300 Feet Buffer Map](#)

[Newspaper Notice of Intent - Blue Heron](#)
[Sketch and Legal Description - Petition Parcel](#)
[Blue Heron - Consent ltr](#)
[Certification Letter Abutting Owners](#)
[List of Owners within 300 feet](#)
[List of Immediate Abutters](#)
[Newspaper Notice of Intent - Blue Heron](#)
[Sketch and Legal Description - Petition Parce](#)
[Notification Affidavits Requirements P&Z.pdf](#)

- VII.b **An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the code of ordinances, chapter 31, entitled “Zoning,” section 31-542, to rename the section “Accessory Dwelling Units, Accessory Uses, Buildings, and Structures Permitted”; establishing regulations for accessory dwelling units (ADUs), including standards governing applicability, number of units, size, location, setbacks, height, design, parking, ownership, subdivision, utilities, and life-safety requirements; reorganizing the existing regulations governing accessory uses, buildings, and structures; providing for conflicts; providing for severability; providing for codification; providing for an effective date; and for other purposes.**

Juan David Suarez, Principal Planner, 561-845-4060

Staff recommends that the Planning and Zoning Board forward a recommendation of approval of this text amendment to City Council.

[Cover Page](#)

[Staff Report - ADU](#)

[Accessory Dwelling Units Language](#)

- VII.c **An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending chapter 31 (Zoning) of the City of Riviera Beach code of ordinances, specifically sections governing Nonconforming Lots and Structures within the RS-6, RS-8, RD-15, and RM-15 zoning districts, in order to establish development standards for legally created narrow lots of record; providing for reduced side yard setbacks for lots with a minimum width of twenty-five (25) feet; providing for severability, codification, and an effective date.**

Juan David Suarez, Principal Planner, 561-845-4060

Staff recommends that the Planning and Zoning Board forward a recommendation of approval of this text amendment to City Council.

[Cover Page](#)

[Staff Report v2](#)

ARTICLE VI SUPPLEMENTAL DISTRICT REGULATIONS v2
DIVISION 3 - RS 6 SINGLE FAMILY DWELLING DISTRICT
DIVISION 4 - RS 8 SINGLE FAMILY DWELLING DISTRICT
DIVISION 5 - RD 15 TWO FAMILY DWELLING DISTRICT
DIVISION_7.___RM_15_MULTIFAMILY_DWELLING_DISTRICT (1).docx

VIII. WORKSHOP ITEMS

IX. PUBLIC COMMENTS

X. GENERAL DISCUSSION

- a. STAFF UPDATES
- b. CORRESPONDENCE
- c. PLANNING AND ZONING BOARD COMMENT
 - 1. Upcoming Planning and Zoning Board Meeting

XI. ADJOURNMENT

Appeals

If any interested person desires to appeal any decision of the Board with respect to any matter considered at this meeting, at his or her own expense, that person will need a record of the proceedings and for such purpose 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, pursuant to Section 286.0105, F.S. The City of Riviera Beach does not prepare or provide such a record.



City of Riviera Beach

To: Chairperson, and Planning and Zoning Board Members

From: Juan David Suarez, Principal Planner

Through: Clarence L. Sirmons, Director of Development Services, AICP

Subject: **An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving abandonment application (AB-26-0004), submitted by Oz Realty (Blue Heron Logistics Center Florida) Limited Partnership, to abandon a sixty (60)-foot canal right-of-way located adjacent to the property at 1177 West Blue Heron Boulevard, B102, and identified by Property Control Number 56-43-42-29-26-003-0020, in the City of Riviera Beach; providing for conditions of approval, providing for an effective date, and for other purposes**

Date: October 15, 2026

CC: General Public

Background:

The Applicant's industrial property and the Petition Parcel are located south of West Blue Heron Boulevard and west of Australian Avenue. The Petition Parcel is currently being used as part of the parking area for the neighboring industrial property. According to the application, this area has been used with the adjacent property for more than 20 years. Stormwater is carried through the site by underground drainage pipes. The proposed abandonment also recognizes that the parcel is currently used for parking and contains underground drainage facilities.

The Petition Parcel is not used as a public street or roadway connection. According to the application materials, the parcel does not have direct access to a public street and can only be accessed through the neighboring FedEx property. Therefore, abandoning the right-of-way would not remove an existing public street or change the City's current street system.

The proposed abandonment would not prevent the City from accessing or maintaining the drainage system located within the parcel. Before the abandonment becomes effective, the Applicant would be required to provide the City with a permanent access and drainage easement, which means the City would keep the legal right to enter the property when necessary to inspect, maintain, or repair the drainage system.

The Applicant would also be required to enter into a maintenance agreement with the City. Under that agreement, the property owner would be responsible for maintaining the parking area, pavement, underground drainage system, and related improvements. The drainage system must remain in good condition so stormwater can continue to flow properly. The agreement would also require inspections by a Florida-licensed engineer and would allow the City to take appropriate action if the required maintenance is not completed.

City Goals:

The Citywide goal is to build great neighborhoods.

Fiscal/Budget Impact:

None

Recommendation:

Staff recommends that the Planning and Zoning Board forward a recommendation of approval for abandonment application AB-26-0004 to the City Council.

Attachments:

1. [Staff Report - AB-26-0004v3](#)
2. [Justification Statement](#)
3. [Quit Claim Deed - Blue Heron FedEx](#)
4. [Legal Description - Petition Parcel](#)
5. [Plat No.2-A Lewis Terminals](#)
6. [Survey - Petition Parcel](#)
7. [Maintenance Agreement - Blue Heron FedEx](#)
8. [Ordinance - Blue Heron FedEx](#)
9. [Perpetual Access and Drainage Easement - Blue Heron FedEx](#)
10. [SP-Exceptions](#)
11. [Title Commitment - Petition Parcel](#)

12. [300 Feet Buffer Map](#)
13. [Newspaper Notice of Intent - Blue Heron](#)
14. [Sketch and Legal Description - Petition Parcel](#)
15. [Blue Heron - Consent ltr](#)
16. [Certification Letter Abutting Owners](#)
17. [List of Owners within 300 feet](#)
18. [List of Immediate Abutters](#)
19. [Newspaper Notice of Intent - Blue Heron](#)
20. [Sketch and Legal Description - Petition Parce](#)
21. [Notification Affidavits Requirements P&Z.pdf](#)



Development Services Department

Web: www.rivierabch.com

Office: 561-845-4060

CITY OF RIVIERA BEACH STAFF REPORT

CASE NUMBER: AB-26-0004

Blue Heron Logistics Center / FedEx

A Canal Right-of-Way Abandonment Request

ORDINANCE NO.

An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving abandonment application (AB-26-0004), submitted by Oz Realty (Blue Heron Logistics Center Florida) Limited Partnership, to abandon a sixty (60)-foot canal right-of-way located adjacent to the property at 1177 West Blue Heron Boulevard, B102, and identified by Property Control Number 56-43-42-29-26-003-0020, in the City of Riviera Beach; providing for conditions of approval, providing for an effective date, and for other purposes

Applicant and Request

Oz Realty (Blue Heron Logistics Center Florida) Limited Partnership ("Applicant") is requesting approval of Abandonment Application AB-26-0004 pursuant to Section 29-66 of the City of Riviera Beach Code of Ordinances.

The Applicant owns the industrial property located at 1177 West Blue Heron Boulevard, B102, identified by Property Control Number 56-43-42-29-56-000-0020 ("FedEx Parcel"). The abandonment request concerns the immediately adjacent City-owned parcel identified by Property Control Number 56-43-42-29-26-003-0020 ("Petition Parcel"). The Applicant is requesting that the City abandon any public canal right-of-way interest affecting the Petition Parcel and subsequently convey the Petition Parcel to the Applicant by quitclaim deed.

The submitted title commitment confirms that fee-simple title to the Petition Parcel is vested in the City of Riviera Beach by virtue of a deed recorded in Official Records Book 1523, Page 567 of the Public Records of Palm Beach County.

A. Petition Site Description

Item	Description
Application	AB-26-0004
Applicant	Oz Realty (Blue Heron Logistics Center Florida) Limited Partnership
Applicant Property	1177 W. Blue Heron Boulevard, B102
Applicant Property PCN	56-43-42-29-56-000-0020
Petition Parcel PCN	56-43-42-29-26-003-0020
Petition Parcel Owner	City of Riviera Beach
Request	Abandonment of any public canal right-of-way interest and subsequent conveyance of the Petition Parcel
Existing Condition	Developed and utilized as parking with underground drainage infrastructure

The submitted survey and legal description depict the Petition Parcel as a 60-foot-wide canal right-of-way situated generally between the Applicant's industrial property and the Florida East Coast Railway corridor.

B. Background and Justification

The Applicant's industrial property and the Petition Parcel are located south of West Blue Heron Boulevard and west of Australian Avenue. The Petition Parcel is currently being used as part of the parking area for the neighboring industrial property. According to the application, this area has been used with the adjacent property for more than 20 years. Stormwater is carried through the site by underground drainage pipes. The proposed abandonment also recognizes that the parcel is currently used for parking and contains underground drainage facilities.

The Applicant is requesting the abandonment in part to clear up an issue in the public records involving the old canal right-of-way. Some recorded plat show the Petition Parcel as a 60-foot Canal Right-of-Way. However, the Applicant states that the parcel was not originally included within the boundaries of the plat that created that canal right-of-way. Application AB-26-0004 is intended to resolve this issue and clearly establish the status of the property before it is transferred.

The Petition Parcel is not used as a public street or roadway connection. According to the application materials, the parcel does not have direct access to a public street and

can only be accessed through the neighboring FedEx property. Therefore, abandoning the right-of-way would not remove an existing public street or change the City's current street system.

The proposed abandonment would not prevent the City from accessing or maintaining the drainage system located within the parcel. Before the abandonment becomes effective, the Applicant would be required to provide the City with a permanent access and drainage easement, which means the City would keep the legal right to enter the property when necessary to inspect, maintain, or repair the drainage system.

The Applicant would also be required to enter into a maintenance agreement with the City. Under that agreement, the property owner would be responsible for maintaining the parking area, pavement, underground drainage system, and related improvements. The drainage system must remain in good condition so stormwater can continue to flow properly. The agreement would also require inspections by a Florida-licensed engineer and would allow the City to take appropriate action if the required maintenance is not completed.

C. Section 29-66 – Code Analysis

Section 29-66, Relocation, Use of and Abandonment of Public Rights-of-Way, establishes the City's procedures for consideration of right-of-way abandonments. The stated purpose of the section is to preserve and enhance the City's interconnected street and block structure and to ensure that potential impacts and necessary mitigation are considered before a public right-of-way is abandoned.

Staff reviewed AB-26-0004 against the applicable provisions of Section 29-66 as follows:

Requirement / Consideration	Staff Analysis
Public circulation and street network	The Petition Parcel is a canal right-of-way rather than an operating public street. The abandonment does not eliminate an existing street, pedestrian connection, or vehicular route and therefore does not disrupt the City's interconnected street and block network.
Existing use of the Petition Parcel	The parcel is presently incorporated into the parking area serving the adjacent industrial property and contains underground stormwater infrastructure. The request formalizes the existing physical condition rather than removing an actively functioning public roadway.
Access and drainage	Staff's review determined that continued City access to the drainage infrastructure must be preserved. The proposed

**Requirement /
Consideration**

Staff Analysis

**Maintenance
responsibilities**

ordinance therefore requires a perpetual City access and drainage easement over the Petition Parcel.

The Applicant will assume responsibility for maintaining the parking, pavement, underground drainage system, and associated improvements pursuant to a recorded maintenance agreement.

Utilities

Utilities reviewed the abandonment and approved the application. Any existing utility interests and required access are to remain protected through the applicable easements and final conveyance documents.

**Effect on
surrounding
properties**

The parcel is not relied upon for public street access to surrounding properties. The submitted application identifies the Applicant, the City, and Florida East Coast Railway interests surrounding the Petition Parcel.

Waterfront access

The Petition Parcel does not provide public waterfront access; therefore, the abandonment does not reduce public access to the waterfront.

**Block
configuration**

Because the Petition Parcel is not an operating street, its abandonment does not create a new street block or increase an existing block perimeter as contemplated by Section 29-66(c). Section 29-66 authorizes staff to consider these factors when evaluating abandonment petitions.

Based on these findings, staff determines that abandonment of the Petition Parcel will not adversely affect the City's street network, public access, or the ability to operate and maintain the existing stormwater system, provided the required access/drainage easement and maintenance agreement are executed and recorded.

D. Application and Notification Requirements

The Applicant submitted the materials required for review of the abandonment request, including a justification statement, title information, survey and legal description, a location/buffer map, ownership information for affected and abutting properties, and supporting conveyance and maintenance documents.

The submitted 300-foot buffer map identifies the Petition Parcel and properties within the required notification area. The Applicant also provided certification regarding the identification of abutting property owners.

Section 29-66 requires a petitioner, immediately prior to filing an abandonment petition, to publish a Notice of Intent once weekly for two consecutive weeks. The Applicant's newspaper documentation identifies notices scheduled in the Palm Beach Post on January 10 and January 17, 2026, addressing the two-consecutive-week publication requirement.

E. Privilege Fee

Because this is a privately initiated abandonment request, the Applicant is subject to the privilege fee requirements of Section 29-66 of the City Code. The privilege fee is calculated at 90 percent of the value of the land proposed for abandonment, based on the average per-square-foot land value of the applicable surrounding property.

The calculation is as follows:

$\$10.50 \text{ per square foot} \times 27,007 \text{ square feet} = \$283,573.50$

$\$283,573.50 \times 90\% = \$255,216.15$

Based on this calculation, the estimated privilege fee for Abandonment Application AB-26-0004 is \$255,216.

F. Development Review Committee Review

Abandonment Application AB-26-0004 was circulated through the City's Development Review process.

Zoning reviewed the request for compliance with the abandonment procedures and applicable criteria established by Section 29-66.

Engineering reviewed the Petition Parcel, existing drainage infrastructure, access requirements, and the proposed mechanism for preserving the City's ability to inspect, access, operate, and maintain the stormwater system.

Utilities reviewed the request for potential impacts to existing or future utility facilities and access.

All three reviewing disciplines—Engineering, Zoning, and Utilities—have completed their respective reviews and approved the application. Staff comments have been addressed, and the application is ready to proceed through the public hearing process established by Section 29-66.

G. Staff Recommendation

Based upon review of the application materials, the applicable provisions of Section 29-66, and the complete reviews by Engineering, Zoning, and Utilities, staff find that Abandonment Application AB-26-0004 complies with the applicable requirements of the City Code.

The Petition Parcel does not function as an existing public street or public circulation route; abandonment will not adversely affect the City's street and block network; and continued municipal access to the existing stormwater infrastructure will be protected through perpetual access and drainage easement and maintenance agreement.

Accordingly, staff recommends that the Planning and Zoning Board forward a recommendation of APPROVAL for Abandonment Application AB-26-0004 to the City Council, subject to the conditions contained in the accompanying ordinance, including execution and recordation of the required access and drainage easement, execution and recordation of the maintenance agreement, payment of the applicable verified privilege fee, and completion and recordation of the quitclaim deed and related documents. Section 29-66 provides for Planning and Zoning Board advisory review followed by City Council consideration of right-of-way abandonment petitions.

Cushla E. Talbut
Tel 954.468.1728
Fax 954.765.0500
talbutc@gtlaw.com

January 20, 2026

Scott Evans
City of Riviera Beach
Development Services Department
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

Re: Request for Canal Right-of-Way Abandonment
Petition Parcel: 56-43-42-29-26-003-0020

Dear Mr. Evans:

Our client, Oz Realty (Blue Heron Logistics Center Florida) Limited Partnership, a Delaware limited partnership (the "Owner"), owns the industrial building located at 1177 W. Blue Heron Boulevard B102 (Parcel No. 56-43-42-29-56-000-0020) (the "FedEx Parcel").

On behalf of the Owner, we respectfully submit this request pursuant to Section 29-66(d) of the City of Riviera Beach's Code of Ordinances for the abandonment of any rights the City has in the adjacent parking parcel owned by the City of Riviera Beach ("Petition Parcel"). The Petition Parcel is identified by the Palm Beach County Property Appraiser's Website as Parcel No. 56-43-42-29-26-003-0020. An aerial image depicting the proximity of the Petition Parcel to the FedEx Parcel is shown below.



The Petition Parcel is currently used for parking in connection with the FedEx Parcel and does not have direct physical access to any public right-of-way except through the FedEx. The only abutting property owners are the Owner of the FedEx Parcel, the City, and the Florida East Coast Railway. For many years, the Owner of the FedEx Parcel leased the Petition Parcel from the City. However, both parties wish for the Petition Parcel to be conveyed to the Owner of the FedEx Parcel.

There is confusion in the public records as to whether a canal right-of-way exists over the Petition Parcel that would require abandonment. The Petition Parcel is a portion of Plat No. 2, Lewis Terminals (Plat Book 27, Page 42). A separate plat – Plat No. 2-A, Lewis Terminals Plat (Plat Book 31, Page 155) – depicts the Petition Parcel as a “60-foot Canal Right-of-Way”; however, the Petition Parcel lies outside the boundaries of Plat No. 2-A and was not dedicated by that plat.

Likewise, when the FedEx Parcel was replatted as the “Replat of Plat of Solitron” (Plat Book 44, Page 79), the Petition Parcel was again labeled as a “60-foot Canal Right-of-Way,” and was erroneously shown as part of Plat No. 2-A, Lewis Terminals Plat. As noted above, this depiction was incorrect, as the Petition Parcel was never within the boundaries of Plat No. 2-A and was never dedicated as a right-of-way. To eliminate this confusion and clarify title, abandonment of any and all City rights in the Petition Parcel is requested.

The Petition Parcel was conveyed to the City of Riviera Beach by Lewis Terminals, Inc. in 1966 through Deed recorded in Book 1523, Page 567. The Deed reserved rights to Lewis Terminals for drainage, access, and public utilities. To convey the Petition Parcel to the FedEx Parcel, the City would also need to quit claim the Petition Parcel to the Owner of the FedEx Parcel.

Given that the Petition Parcel is functionally landlocked, can only be used in conjunction with the adjacent FedEx Parcel, and that there are no other abutting owners with a practical interest in the Petition Parcel, the Owner of the FedEx Parcel respectfully requests that the City abandon any rights it may have in the Petition Parcel and convey the Petition Parcel to the Owner by Quitclaim Deed.

If you have any questions or need anything further to process this request, please feel free to contact me.

Yours truly,



Cushla E. Talbut

Prepared by and to be Returned to:
Cushla Talbut, Esq.
Greenberg Traurig, P.A.
401 E. Las Olas Blvd., Suite 2000
Fort Lauderdale, FL 33315
Telephone: (954) 468-1728

QUITCLAIM DEED

THIS QUITCLAIM DEED made the ____ day of _____, 20__, by the **CITY OF RIVIERA BEACH, a political subdivision of the state of Florida**, whose address is 600 West Blue Heron Boulevard, Riviera Beach, FL 33404 (hereinafter called the "Grantor"), to **OZ REALTY (BLUE HERON LOGISTICS CENTER FLORIDA) LIMITED PARTNERSHIP**, a Delaware limited partnership, whose mailing address is 17304 Preston Road, Suite 550, Dallas, TX 75252 (hereinafter called the "Grantee"):

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the rights, title, interest, claim and demand, that Grantor holds whether by plat dedication, reservation, or other conveyance, which the said Grantor has in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Palm Beach, State of Florida, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or anyway appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

Signed, sealed and delivered in the presence of:

WITNESSES:

City of Riviera Beach
a political subdivision of the state of Florida

Printed Name: _____
Address: 600 W. Blue Heron Blvd., Riviera
Beach, FL 33404

By: _____
Printed Name: Douglas Lawson
Its: Mayor

Printed Name: _____
Address: 600 W. Blue Heron Blvd., Riviera
Beach, FL 33404

[Notarization on following page]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by Douglas Lawson, as Mayor of the City of Riviera Beach, a political subdivision of the State of Florida, who ☐ is personally known or ☐ has produced a driver's license as identification.

Notary Public – State of Florida
My Commission Expires: _____

Exhibit A
Legal Description

LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST, AND THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, IN "PLAT NO. 2 LEWIS TERMINALS," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGES 42, 43, AND 44 OF THE PUBLIC RECORDS OF PALM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 455.63 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THAT PART OF THE PARCEL OF LAND LYING AND BEING IN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 42 EAST, SHOWN AS "NOT INCLUDED" ON "PLAT NO. 2 LEWIS TERMINALS," RECORDED IN PLAT BOOK 27, PAGES 42, 43 AND 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL, A DISTANCE OF 1075.33 FEET (1075.08 FEET DEED), MORE OR LESS, TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF BLUE HERON BOULEVARD ACCORDING TO THE RIGHT OF WAY THEREOF RECORDED IN ROAD PLAT BOOK 2, PAGE 172; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 60 FEET; THENCE SOUTHERLY AT RIGHT ANGLES AND PARALLEL TO THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL A DISTANCE OF 1075.33 FEET TO A POINT IN THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID "NOT INCLUDED" PARCEL; THENCE WESTERLY ALONG SAID EXTENSION, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 27,338 SQUARE FEET (0.628 ACRES), MORE OR LESS.

LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST, AND THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, IN "PLAT NO. 2 LEWIS TERMINALS," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGES 42, 43, AND 44 OF THE PUBLIC RECORDS OF PALM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 455.63 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THAT PART OF THE PARCEL OF LAND LYING AND BEING IN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 42 EAST, SHOWN AS "NOT INCLUDED" ON "PLAT NO. 2 LEWIS TERMINALS," RECORDED IN PLAT BOOK 27, PAGES 42, 43 AND 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL, A DISTANCE OF 1075.33 FEET (1075.08 FEET DEED), MORE OR LESS, TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF BLUE HERON BOULEVARD ACCORDING TO THE RIGHT OF WAY THEREOF RECORDED IN ROAD PLAT BOOK 2, PAGE 172; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 60 FEET; THENCE SOUTHERLY AT RIGHT ANGLES AND PARALLEL TO THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL A DISTANCE OF 1075.33 FEET TO A POINT IN THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID "NOT INCLUDED" PARCEL; THENCE WESTERLY ALONG SAID EXTENSION, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF RIMERA BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 27,338 SQUARE FEET (0.628 ACRES), MORE OR LESS.

PLAT NO.2-A LEWIS TERMINALS RIVIERA BEACH FLORIDA

BEING A REPLAT OF PART OF PLAT NO.2, LEWIS TERMINALS AS RECORDED IN PLAT BOOK 27, PAGES 42, 43 AND 44.
IN SECTIONS 29 & 32, TWP. 42 S., RGE 43 E., PALM BEACH COUNTY, FLORIDA.

DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF TRACT B-2, PLAT NO. 2 LEWIS TERMINALS ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 42, 43 AND 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 0°-17'-53" WEST ALONG THE WEST LINE OF AUSTRALIAN AVENUE (FORMERLY AVENUE "A"); A DISTANCE OF 2129.29 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.0 FEET AND A CENTRAL ANGLE OF 96°-06'-49" (LONG CHORD OF SAID CURVE BEARS NORTH 48°-21'-18" WEST AND HAS A LENGTH OF 37.19 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 41.94' TO THE END OF SAID CURVE AND A POINT IN THE EASTERLY RIGHT OF WAY LINE OF BLUE HERON BOULEVARD; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A 1940.08 FOOT RADIUS CURVE CONCAVE NORTHERLY, SUBTENDING A CENTRAL ANGLE OF 6°-22'-32", A DISTANCE OF 218.11 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°-57'-50" WEST, A DISTANCE OF 150.87 FEET; THENCE DEPARTING SAID BLUE HERON BOULEVARD; NOW THENCE SOUTH 0°-02'-10" EAST, A DISTANCE OF 1975.33 FEET; THENCE SOUTH 89°-57'-50" WEST, A DISTANCE OF 40.0 FEET; THENCE SOUTH 0°-02'-10" EAST, A DISTANCE OF 65.92 FEET; THENCE NORTH 89°-42'-07" EAST, A DISTANCE OF 28.0 FEET; THENCE SOUTH 0°-02'-10" EAST, A DISTANCE OF 548.65 FEET, TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 137.30 FEET AND A CENTRAL ANGLE OF 82°-35'-07"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 630.32 FEET TO THE END OF SAID CURVE; THENCE SOUTH 82°-32'-57" WEST, A DISTANCE OF 58.62 FEET; THENCE SOUTH 79°-37'-24" WEST, A DISTANCE OF 80.0 FEET TO THE NORTH LINE OF A 44 FOOT WIDE RAILROAD RIGHT OF WAY; THENCE NORTH 89°-42'-07" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 122.53 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 477.06 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDING A CENTRAL ANGLE OF 1°-34'-51", A DISTANCE OF 13.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 22.203 ACRES, MORE OR LESS.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT FLORIDA EAST COAST RAILWAY COMPANY, A FLORIDA CORPORATION, OWNERS OF THE LAND SHOWN HEREON, BEING IN SECTIONS 29 AND 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS PLAT NO. 2-A LEWIS TERMINALS, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE, AS FOLLOWS:

- STREETS
THE STREETS SHOWN HEREON ARE DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES. RETAINING UNTO ITSELF ITS SUCCESSORS, ASSIGNS OR LEGAL REPRESENTATIVES THE RAILROAD RIGHT OF WAY AND TRACTS C-1 AND C-2 AS SHOWN ON THE ATTACHED PLAT.
- EASEMENTS
THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN ARE HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITIES AND DRAINAGE.
- AND FURTHERMORE, THE SAID CORPORATION DOES HEREBY GRANT TO THE PERPETUAL USE OF THE PUBLIC AN EASEMENT IN, OVER AND ACROSS TRACT C-1 FOR ROAD PURPOSES, AND AN EASEMENT IN, OVER AND ACROSS TRACTS C-1 AND C-2 FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE PURPOSES. SAID EASEMENT AND THE USE THEREOF BY THE PUBLIC BEING ALWAYS SUBJECT TO AND CONSISTENT WITH THE RESERVE PRION RIGHT TO THE OWNERS OR OWNER FROM TIME TO TIME OF SAID RAILROAD RIGHTS OF WAY OR ANY LICENSE OF SUCH OWNER OR OWNERS TO USE SAID TRACT C-1 AND C-2 FOR RAIL AND RAILROAD PURPOSES.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ATTESTED BY ITS CORPORATE SECRETARY AND ITS CORPORATE SEAL TO BE AFFIXED HERETO, AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS 14TH DAY OF FEBRUARY, A.D. 1975.

FLORIDA EAST COAST RAILWAY COMPANY

BY: W. L. Thornton
PRESIDENT

ATTEST: C. F. Zellers
CORPORATE SECRETARY

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

BEFORE ME PERSONALLY APPEARED W. L. THORNTON AND C. F. ZELLERS, TO ME WELL KNOWN, AND KNOWN TO ME TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT AND CORPORATE SECRETARY OF THE ABOVE NAMED FLORIDA EAST COAST RAILWAY COMPANY, A CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SUCH INSTRUMENT AS SUCH PRESIDENT AND SECRETARY, RESPECTIVELY, OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY USE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 14TH DAY OF FEBRUARY, A.D. 1975.

T. Neal Jones
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 2, 1977

IN 2 SHEETS

SHEET NO.1

JANUARY 1975

MOCK, ROOS & SEARCY, INC.
CONSULTING ENGINEERS
West Palm Beach, Florida

MORTGAGEE'S CONSENT

STATE OF FLORIDA)
COUNTY OF DUVAL)

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF (A) MORTGAGE(S), LIEN(S), OR OTHER ENCUMBRANCE(S) UPON THE HEREON DESCRIBED PROPERTY AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LANDS DESCRIBED IN THE DEDICATION HERETO, BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE(S), LIEN(S) OR OTHER ENCUMBRANCE(S), WHICH LIEN(S) ARE RECORDED IN OFFICIAL RECORD BOOKS 583 AND 918, PAGES 342/393 AND 385/392 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS ~~SECRETARY~~ VICE PRESIDENT AND ATTESTED BY ITS SECRETARY/ASSISTANT SECRETARY AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS 19TH DAY OF FEBRUARY, A.D. 1975.

BARNETT BANK OF JACKSONVILLE

BY: Douglas W. Maxwell
VICE PRESIDENT

ATTEST: Louise M. Maxwell

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF DUVAL)

BEFORE ME PERSONALLY APPEARED DOUGLAS W. MAXWELL AND LOUISE M. MAXWELL TO ME WELL KNOWN, AND KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS VICE PRESIDENT AND ASSISTANT CASHIER OF THE ABOVE NAMED BARNETT BANK OF JACKSONVILLE, A CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SUCH INSTRUMENT AS SUCH PRESIDENT AND SECRETARY, RESPECTIVELY, OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY USE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 19TH DAY OF FEBRUARY, A.D. 1975.

Louise Maxwell
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 23, 1977

TITLE CERTIFICATION

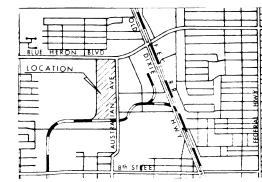
STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

I, Charles B. Evans, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED TO FLORIDA EAST COAST RAILWAY COMPANY; THAT CURRENT TAXES HAVE BEEN PAID; THAT THE PROPERTY IS ENCUMBERED BY THE MORTGAGES SHOWN HEREON; AND THAT I FIND THAT ALL MORTGAGES ARE SHOWN AND ARE TRUE AND CORRECT.

Charles B. Evans
ATTORNEY-IN-LAW

NOTE:

- ☐ - PERMANENT REFERENCE MONUMENT (P.R.M.)
- BEARING REFERENCE: PLAT NO. 2 LEWIS TERMINALS RECORDED IN PLAT BOOK 27, PAGES 42, 43 AND 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- BUILDING SETBACK LINES SHALL BE AS REQUIRED BY THE CITY OF RIVIERA BEACH, FLORIDA.
- DRAINAGE EASEMENT



VICINITY SKETCH

Not to Scale

SURVEYOR'S CERTIFICATE

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

James P. Howard
SURVEYOR NO. 1552
STATE OF FLORIDA

APPROVAL - PALM BEACH COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS _____ DAY OF _____, A.D. 1975.

BY: CHATELAIN (SEAL)

COUNTY ENGINEER

THIS PLAT IS HEREBY FOUND TO MEET ALL REQUISITE STATE AND COUNTY LAWS AND ORDINANCES.

BY: Ad Hall
COUNTY ENGINEER (SEAL)

ATTEST: JOHN B. DUNKLE, CLERK

BOARD OF COUNTY COMMISSIONERS

BY: DEPUTY CLERK

APPROVAL - CITY OF RIVIERA BEACH, FLORIDA

APPROVED: April 16, A.D. 1975

CITY OF RIVIERA BEACH, FLORIDA

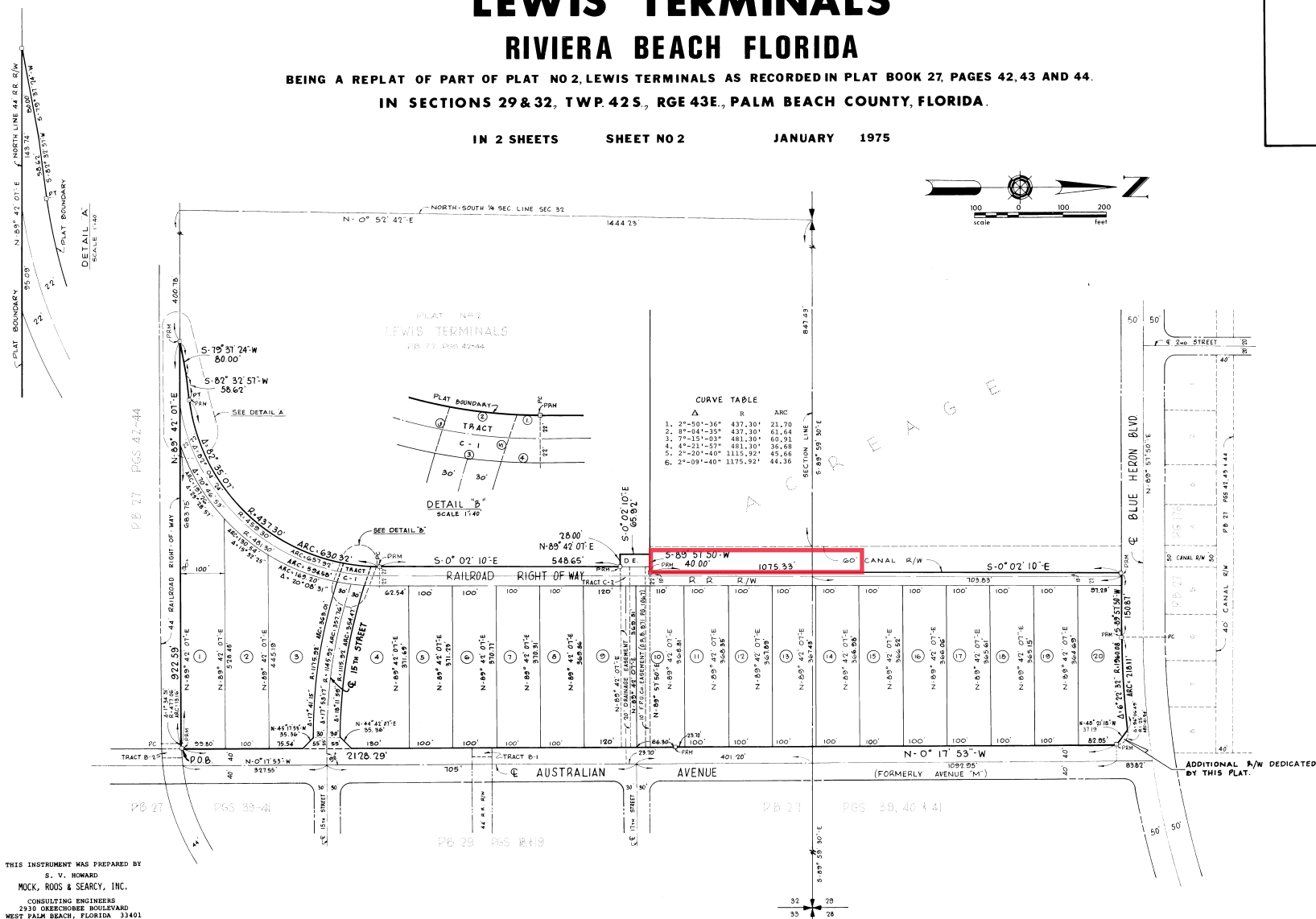
BY: Lucius S. Hill
MAYOR

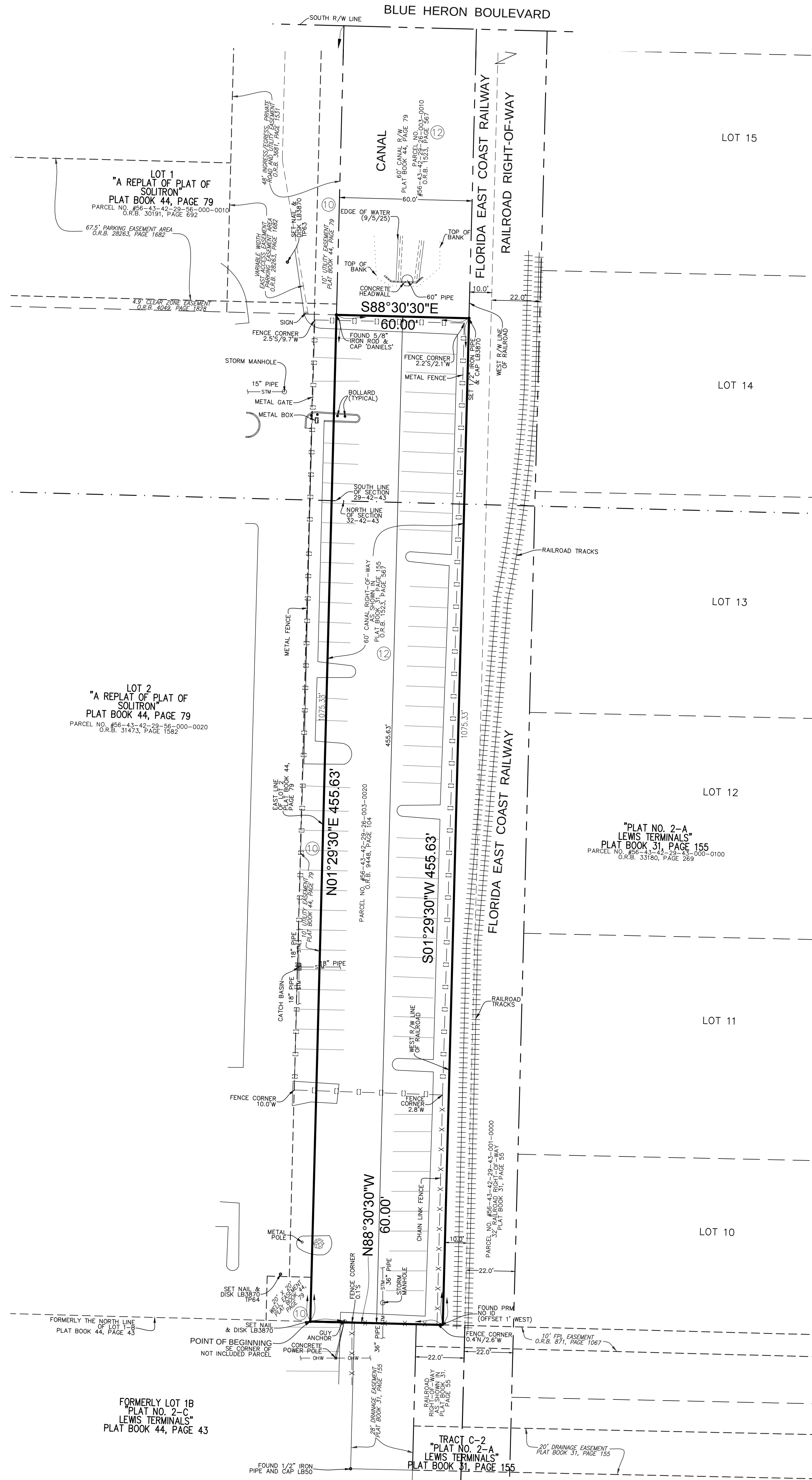
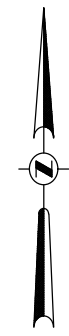
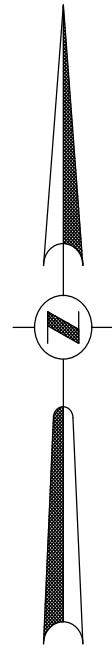
ATTEST: John B. Dunkle
CITY CLERK

THIS INSTRUMENT WAS PREPARED BY
S. V. HOWARD
MOCK, ROOS & SEARCY, INC.
CONSULTING ENGINEERS
2910 OKEECHOBEE BOULEVARD
WEST PALM BEACH, FLORIDA 33401

BEING A REPLAT OF PART OF PLAT NO 2, LEWIS TERMINALS AS RECORDED IN PLAT BOOK 27, PAGES 42, 43 AND 44.
IN SECTIONS 29 & 32, TWP. 42 S., RGE 43 E., PALM BEACH COUNTY, FLORIDA.

IN 2 SHEETS SHEET NO 2 JANUARY 1975



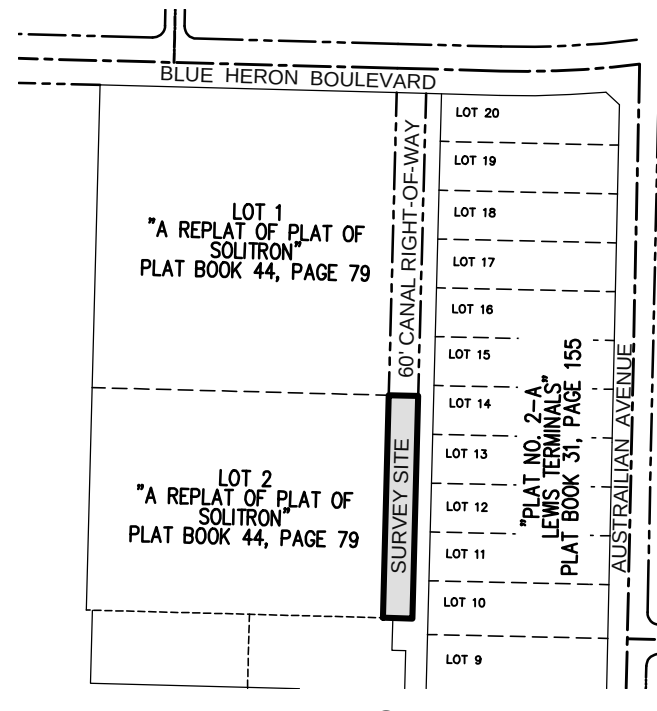


LEGAL DESCRIPTION:
A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST, AND THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, IN "PLAT NO. 2 LEWIS TERMINALS," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGES 42, 43, AND 44 OF THE PUBLIC RECORDS OF PALM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 455.63 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THAT PART OF THE PARCEL OF LAND LYING AND BEING IN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 42 EAST, SHOWN AS "NOT INCLUDED" ON "PLAT NO. 2 LEWIS TERMINALS," RECORDED IN PLAT BOOK 27, PAGES 42, 43 AND 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL, A DISTANCE OF 1075.33 FEET (1075.08 FEET DEED), MORE OR LESS, TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF BLUE HERON BOULEVARD ACCORDING TO THE RIGHT OF WAY THEREOF RECORDED IN ROAD PLAT BOOK 2, PAGE 172; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 60 FEET; THENCE SOUTHERLY AT RIGHT ANGLES AND PARALLEL TO THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL A DISTANCE OF 1075.33 FEET TO A POINT IN THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID "NOT INCLUDED" PARCEL; THENCE WESTERLY ALONG SAID EXTENSION, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 27,338 SQUARE FEET (0.628 ACRES), MORE OR LESS.



VICINITY MAP
NOT TO SCALE

NOTES:

- THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- FLOOD ZONE: X; BASE FLOOD ELEVATION: NONE; PANEL #12099C0389F; COMMUNITY #125142; MAP DATE: 10/5/17.
- THIS SITE LIES IN SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST AND SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.
- GRID BEARINGS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE NORTH LINE OF LOT 2, PLAT BOOK 44, PAGE 79 BEING S88°30'30"E.
- REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER 5264885-F-FL-CP-ONW, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED SEPTEMBER 15, 2025 AT 8:00 AM. THE FOLLOWING ITEMS ARE EXCEPTIONS IN SCHEDULE B, PART-II OF SAID COMMITMENT:
 - ITEMS 1, 2, 3, 4, 5, 6, 7 & 8: STANDARD EXCEPTIONS, NOT ADDRESSED.
 - ITEM 9: MATTERS SHOWN ON THE PLAT OF PLAT NO. 2 LEWIS TERMINALS, IN PLAT BOOK 27, PAGE 42 APPLY TO THIS SITE BUT HAS BEEN SUPERCEDED BY REPLAT.
 - ITEM 10: MATTERS SHOWN ON THE PLAT OF REPLAT OF PLAT OF SOLITRON, IN PLAT BOOK 44, PAGE 79 APPLY TO THIS SITE AS DEPICTED HEREON.
 - ITEM 11: THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN O.R.B. 442, PAGE 117 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 12: RESERVATIONS CONTAINED IN DEED BOOK 1523, PAGE 567 APPLY TO THIS SITE AS DEPICTED HEREON.
 - ITEM 13: THAT CERTAIN MORTGAGE IN O.R.B. 35211, PAGE 950; AS AFFECTED BY THAT CERTAIN ASSIGNMENT OF MORTGAGE IN O.R.B. 35328, PAGE 1784; AS AFFECTED BY THAT CERTAIN ASSIGNMENT OF MORTGAGE, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF DBGS 2024-SBL MORTGAGE IN O.R.B. 35328, PAGE 1779 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 14: ASSIGNMENT OF RENTS AND LEASES IN O.R.B. 35211, PAGE 981; AS AFFECTED BY ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS IN O.R.B. 35328, PAGE 1784; AS AFFECTED BY ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF DBGS 2024-SBL MORTGAGE IN O.R.B. 35328, PAGE 1800 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 15: UCC-1 (FINANCING STATEMENT) IN O.R.B. 35211, PAGE 996; AS AFFECTED BY ASSIGNMENT IN O.R.B. 35328, PAGE 1789; AS AFFECTED BY ASSIGNMENT RECORDED IN O.R.B. 35328, PAGE 1807 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 16: THAT CERTAIN UNRECORDED LEASE, AS EVIDENCED BY THAT CERTAIN LEASE AGREEMENT, IN O.R.B. 37453, PAGE 642; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE IN O.R.B. 8134, PAGE 1882; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE IN O.R.B. 9448, PAGE 104; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE IN O.R.B. BOOK 31473, PAGE 1585 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 17: THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN WAIVER AND CONSENT IN O.R.B. 4738, PAGE 908 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 18: THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN WAIVER AND CONSENT IN O.R.B. 4738, PAGE 1210 DO NOT APPLY TO THIS SITE.
 - ITEMS 19 & 20: NOT ADDRESSED.
- THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS $\pm 0.2'$.
- ALL RECORDED DOCUMENTS ARE PER PALM BEACH COUNTY PUBLIC RECORDS.

CERTIFICATION:

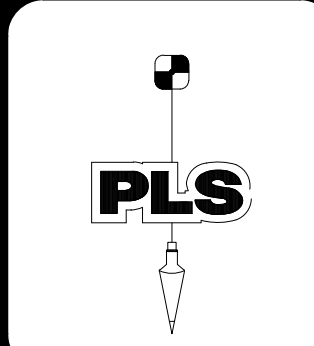
I HEREBY CERTIFY: THAT THIS MAP OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2661
- VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
- MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660
- STATE OF FLORIDA

5		
4		
3		
2		
1	REVIEWED TITLE COMMITMENT - 10/22/25	A.R.
NO.	REVISIONS	BY

LEASE PARCEL
1177 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404
(CITY OF RIVIERA BEACH, PALM BEACH COUNTY)

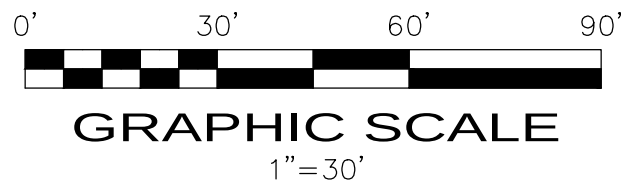
BOUNDARY SURVEY



PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.Q.	SCALE: 1" = 30'	CLIENT: DALFEN INDUSTRIAL ACQUISITIONS, LLC
CHECKED BY: J.F.P.	SURVEY DATE: 9/5/25	ORDER NO.: 74628 A

- LEGEND & ABBREVIATIONS**
- CONCRETE
 - ASPHALT PAVEMENT
 - ELEVATION
 - OHW OVERHEAD WIRES
 - STM UNDERGROUND STORM SEWER LINE
 - SAN UNDERGROUND SANITARY SEWER LINE
 - RAILROAD TRACKS
 - CENTERLINE
 - R= RADIUS
 - CA= CENTRAL ANGLE
 - A= ARC LENGTH
 - FPL FLORIDA POWER & LIGHT COMPANY
 - LB LICENSED BUSINESS
 - O.R.B. OFFICIAL RECORDS BOOK
 - TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
 - PRM PERMANENT REFERENCE MONUMENT
 - UNKNOWN TREE



Prepared by and to be Returned to:

Cushla Talbut, Esq.

Greenberg Traurig, P.A.

401 E. Las Olas Blvd., Suite 2000

Fort Lauderdale, FL 33315

Telephone: (954) 468-1728

PCN: 56-43-42-29-26-003-0020

MAINTENANCE AGREEMENT

THIS AGREEMENT executed this _____ day of _____, 20____ and between the **CITY OF RIVIERA BEACH**, a Florida municipality, whose mailing address is 600 West Blue Heron Blvd., Riviera Beach, Florida 33404 (“City”), and **OZ REALTY (BLUE HERON LOGISTICS CENTER FLORIDA) LIMITED PARTNERSHIP**, a Delaware limited partnership, whose mailing address is 17304 Preston Road, Suite 550, Dallas, TX 75252 (“Owner”, and together with the City are collectively referred to as the “Parties” and each a “Party”).

WHEREAS, Owner holds title to that certain property located in the City of Riviera Beach, more particularly described in **Exhibit “A”** (“Owner’s Property”) attached hereto and made a part hereof; and

WHEREAS, Owner applied to the City for the abandonment and fee simple conveyance from City of that certain canal right-of-way adjacent to the Owner’s Property, as described in **Exhibit “B”** (“Parking Parcel”); and

WHEREAS, the City approved the request through the adoption of Ordinance Number ____ (“Ordinance”), attached as **Exhibit “C”**, which was granted subject to certain conditions at second reading by the City Council on _____, 2026; and

WHEREAS, the Parking Parcel is developed with parking, underground drainage facilities, pavement and other infrastructure (“Improvements”) as shown on the attached approved permit and plans attached as **Exhibit “D”**; and

WHEREAS, Condition 3 of the Ordinance requires the submittal and approval of a maintenance agreement (“Agreement”); and,

WHEREAS, it is the intent of this Agreement to guarantee that Owner operates and maintains the Improvements in a manner that does not hinder the City’s operation of its stormwater system, consistent with the approved and permitted designs, and to provide the City adequate remedy should the Owner fail to meet its responsibilities.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration received by each party from the other, the sufficiency of which is hereby acknowledged by both parties, it is hereby agreed as follows:

1. The above recitals, the identified Exhibits to this Agreement, and the recitals and conditions contained in the Ordinance attached as **Exhibit “C”**, are incorporated into this Agreement and made a part hereof.
2. Owner agrees to operate and maintain the Improvements, specifically including, but not limited to the operation and maintenance of the existing drainage facilities and piping, pavement and other infrastructure; and pay all expenses involved so as to provide at all times that the condition of the Improvements suitable to facilitate the free flow of water through the pipe, and further to maintain and keep said Improvements in a good, safe, usable condition; also to keep the Improvements in compliance with the approved permits and the site plans; and, to perform all acts of construction, operation, and maintenance that the City may reasonably require in writing consistent with the permit, site plan, and this Agreement. Every two years, Owner shall, at its sole cost, have the Improvements inspected by a Florida-registered engineer and submit to the City Engineer the engineer’s certified report confirming that the Improvements are in good, safe, and usable condition and suitable to facilitate the free flow of water. All costs of such construction, operation, and maintenance to be the sole responsibility of the Owner without recourse to the City.
3. In the event Owner fails to initiate any required construction, operation, and/or maintenance within thirty (30) days after written notice from the City demanding same, unless otherwise extended in writing by the City, the City shall have the authority to make any modifications to the Improvements necessary to remedy the situation, including the removal of parking, landscaping, fencing, or any other structures necessary to effectuate the construction, operation, repairs and/or maintenance. The expenses thereby reasonably incurred shall without further notice to the Owner become a perpetual lien, effective upon recording in the Official Records, against the Parking Parcel, and shall run with the land, and be enforceable and collectable in accordance with the laws of the State of Florida for special assessment liens. The City shall further be entitled to recover all costs and expenses, including reasonable attorney’s fees, of preparing the lien and recording the lien, and eight percent (8%) interest shall accrue annually on the lien once it has been recorded.
4. Each Party (“Indemnifying Party”) agrees to assume all liability for and indemnify, hold harmless, and defend the other Party, its elected officials (to the extent applicable), officers, employees, tenants, agents and attorneys (collectively the “Indemnified Party”) of, from, and against all liability and expense, including reasonable attorney’s fees (at all trial and appellate levels), in connection with any and all claims, demands, damages, actions, causes of action, and suits of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, which arise from or are related to the obligations of the Indemnifying Party with respect to the construction, operation, and/or maintenance of the Improvements under this Agreement and/or under that certain Perpetual Access and Drainage Easement between the Parties dated _____, 2026. Notwithstanding the foregoing, this indemnity shall not apply to any losses resulting from the Indemnified Party’s gross negligence, willful misconduct, or fraud. The Indemnifying

Party's liability hereunder shall include all reasonable attorney's fees and costs incurred by the other Party in the enforcement of this indemnification provision at all trial and appellate levels. This provision includes claims made by the employees, consultants, contractors, subconsultants or subcontractors of the Indemnifying Party against the Indemnified Party. The Indemnifying Party's obligations contained in this provision shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this section, the Indemnifying Party shall assume control of the defense of any claim, actions, causes of action, and suits of whatever kind or nature, asserted against the other Party. The Indemnified Party shall have the right, at its option, to participate in the defense of the same without relieving the Indemnifying Party of any of its obligations hereunder. If Indemnifying Party assumes control of the defense of any such action in accordance with this section, Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement of such action. Notwithstanding anything to the contrary in this section and to the extent covered under the indemnity provisions set forth in this section above, Indemnifying Party shall not assume or maintain control of the defense of any action, but shall pay the reasonable fees of counsel retained by the Indemnified Party and all expenses, including experts' fees, if (i) the action seeks an injunction or equitable relief against the other Party; and/or, (ii) the Indemnifying Party has failed or is failing to prosecute or defend vigorously the action. The Parties shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any action and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

5. Except as modified herein, this Agreement shall be subject to all applicable provisions of law. A copy of this Agreement shall be recorded in the Official Records in and for Palm Beach County, Florida.
6. All notices required or allowed by this Agreement shall be delivered in person, by nationally recognized overnight courier, or mailed by Certified Mail — Return Receipt Requested, postage prepaid, to the party upon whom such notice is to be given at the following addresses:

Owner:

**OZ REALTY (BLUE HERON
LOGISTICS CENTER FLORIDA)
LIMITED PARTNERSHIP**

c/o _____
17304 Preston Road, Suite 550,
Dallas, TX 75252

City:

City of Riviera Beach
Attn.: City Attorney's Office
1481 W 15th St, 2nd floor,
Riviera Beach, FL 33404

With Regular U.S. Mail Copy:
City of Riviera Beach
Attn: City Attorney's Office
P.O. Box 9757
Riviera Beach, Florida 33419

Either party may amend this provision by written notice to the other party. Notice will be deemed received on the fifth day after mailing if sent by certified mail or the next day after mailing if sent by overnight courier or if by hand delivery.

7. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
8. The Owner binds itself, its successors and permitted assignees and/or transferees with respect to all covenants, agreements and obligations contained in this Agreement. The Owner may assign or transfer the Owner's Property or this Agreement, in whole or in part; however, the Owner shall provide the City with at least ten (10) business days prior written notice to the City with the name, address, and emergency contact information (telephone number(s) and email address(es)) for any assignee or transferee assuming the Owner's Property and/or any obligations under this Agreement (in whole or in part).
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each of the Parties irrevocably submits to the exclusive jurisdiction of any Florida State or Federal court sitting in Palm Beach County, Florida, in any action or proceeding arising out of or relating to this Agreement. The Parties hereby each irrevocably agree that all claims in respect of any such action or proceeding may be heard and determined in any such Florida State court or in such Federal court and irrevocably waive, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action or proceeding. EACH PARTY WAIVES ANY RIGHTS THAT EACH OF THEM MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE WHICH ARISES OUT OF OR IS RELATED TO THIS AGREEMENT BETWEEN THE PARTIES.
10. The Owner agrees that, in all matters relating to this Agreement, it will be acting as an independent contractor with exclusive control of the manner and means of performing its obligations in accordance with the requirements of this Agreement. The Owner has no authority to act or make any agreements or representations on behalf of the City. This Agreement is not intended, and shall not be construed to create, between the City and the Owner, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of Owner shall be, or shall be deemed to be, an employee or agent of City.
11. The rights of the City under this Agreement shall be cumulative and failure on the part of the City to promptly exercise or enforcement any rights given hereunder shall not operate to forfeit or waive any of the City's rights.

12. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL.** Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed City contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the City and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.
13. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens, residents or employees of the City or Owner.
14. This Agreement, which includes the Exhibits referenced herein, shall be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.
15. This Agreement and its provisions merge any prior agreements, if any, between the parties hereto with respect to the subject matter of this Agreement and constitute the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

(Remainder of page left intentionally blank. Signature pages to follow.)

IN WITNESSS WHERE OF, the parties have hereunto executed this Agreement the day and year first above written.

WITNESSES:

Printed Name: _____

Address: _____

Printed Name: _____

Address: _____

GRANTOR:

**OZ REALTY (BLUE HERON LOGISTICS
CENTER FLORIDA) LIMITED
PARTNERSHIP**

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____, as _____ of the OZ REALTY (BLUE HERON LOGISTICS CENTER FLORIDA) LIMITED PARTNERSHIP, is personally known to me or who has produced _____ as identification.

Notary Public – State of Florida

Name of person taking acknowledgement

Commission No. _____

Commission Expiration _____

(Remainder of page left intentionally blank. Signature page to follow.)

Signed, sealed and delivered in the presence of:

WITNESSES:

CITY OF RIVIERA BEACH:
a political subdivision of the State of Florida

Printed Name: _____

Name: Jonathan Evans

Its: City Manager

Printed Name: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ of the City of Riviera Beach, a political subdivision of the State of Florida, who ☐ is personally known or ☐ has produced a driver's license as identification.

Notary Public – State of Florida
My Commission Expires:

APPROVED FOR LEGAL SUFFICIENCY

By: _____
Dawn S. Wynn, Esq., City Attorney

EXHIBIT "A"
OWNER'S PROPERTY

LOT 2, REPLAT OF PLAT OF SOLITRON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, AS RECORDED IN PLAT BOOK 44, PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"
PARKING PARCEL

LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST, AND THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, IN "PLAT NO. 2 LEWIS TERMINALS," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGES 42, 43, AND 44 OF THE PUBLIC RECORDS OF PALM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 455.63 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THAT PART OF THE PARCEL OF LAND LYING AND BEING IN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 42 EAST, SHOWN AS "NOT INCLUDED" ON "PLAT NO. 2 LEWIS TERMINALS," RECORDED IN PLAT BOOK 27, PAGES 42, 43 AND 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL, A DISTANCE OF 1075.33 FEET (1075.08 FEET DEED), MORE OR LESS, TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF BLUE HERON BOULEVARD ACCORDING TO THE RIGHT OF WAY THEREOF RECORDED IN ROAD PLAT BOOK 2, PAGE 172; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 60 FEET; THENCE SOUTHERLY AT RIGHT ANGLES AND PARALLEL TO THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL A DISTANCE OF 1075.33 FEET TO A POINT IN THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID "NOT INCLUDED" PARCEL; THENCE WESTERLY ALONG SAID EXTENSION, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 27,338 SQUARE FEET (0.628 ACRES), MORE OR LESS.

**EXHIBIT “C”
ORDINANCE**

ORDINANCE NUMBER [_____]

WHEREAS, OZ REALTY (BLUE HERON LOGISTICS CENTER FLORIDA) LIMITED PARTNERSHIP (“Applicant”), owns the industrial building located at 1177 W. Blue Heron Boulevard B102 and identified on the Palm Beach County Property Appraiser as Parcel No. 56-43-42-29-56-000-0020) (the “Property”); and

WHEREAS, the Property is immediately adjacent to a parcel of land identified on the Palm Beach County Property Appraiser as Parcel No. 56-43-42-29-26-003-0020 as more fully described in “Exhibit A” (the “Parking Parcel”); and

WHEREAS, the Parking Parcel is owned in fee simple by the City of Riviera Beach pursuant to that certain Deed recorded in Book 1523, Page 567 of the public records of Palm Beach County, Florida; and

WHEREAS, the Parking Parcel is shown as part of a 60-foot canal right of way pursuant to Plat Book 31, Page 155 and on Plat Book 44, Page 79 all in the public records of Palm Beach County, Florida; and

WHEREAS, for over 20 years, the Parking Parcel has been used as parking lot for the Property with the stormwater being undergrounded via a culvert system; and

WHEREAS, the Parking Parcel only has access through the Property, does not have direct physical access to any public right-of-way, and provides no value or benefit to any other surrounding properties; and

WHEREAS, the Applicant has requested that the City abandon the canal right of way on the Parking Parcel and convey the Parking Parcel to the Applicant through a quit claim deed, with the Applicant providing an easement and maintenance declaration to the City under and through the Parking Parcel; and

WHEREAS, the Planning and Zoning Board reviewed the proposed abandonment (_____), along with corresponding documents and City staff report on _____, and recommended approval with conditions to the City Council; and

WHEREAS, the City Council of the City of Riviera Beach finds that the proposed abandonment (_____) is consistent with the City’s Comprehensive Plan, supports economic development and promotes the health, safety, and welfare of the residents of the City and the general public.

NOW, THEREFORE, be it resolved by the City Council of the City of Riviera Beach, Palm Beach County, Florida, that:

Section 1. The foregoing recitals are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. The City Council hereby approves the City Canal Right-of-Way Abandonment (AB-26-0004), specifically described and shown within “Exhibit A”, attached hereto, and it is hereby abandoned, subject to the following conditions:

1. The Applicant shall provide a City access and drainage easement identical to the legal description of the Parking Parcel with the Book/Page referenced in order to ensure access to the Parking Parcel by the City in perpetuity. Following City Council approval and adoption, and prior to the City Canal Right-of-Way Abandonment becoming effective, the Applicant shall prepare, execute, and deliver to the City an access and drainage easement.
2. The City will execute and deliver to the Applicant the quit claim deed transferring the Parking Parcel to the Applicant for final recordation by the Applicant. All recording fees shall be the responsibility of the Applicant.
3. The Applicant shall submit and acquire approval of a maintenance agreement over the Parking Parcel.

Section 3. **Severability.** If any section, subsection, sentence, clause, phrase or provision of this Ordinance, or its application, to any person or circumstance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. **Repeal of laws in conflict.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. **Codification.** Specific authority is hereby granted to codify the Ordinance as it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Riviera Beach, and sections of this Ordinance may be renumbered to accomplish such intentions.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon final passage and adoption by City Council.

Passed and Approved on the First Reading this ____ day of _____, 2026.

Passed and Adopted on Second and Finals Reading this ____ day of _____, 2026.

[Remainder of page left blank]

Ordinance Number _____

Page 3

1st Reading

Motioned by: _____

Seconded by: _____

B. Guyton _____

K. Miller-Anderson _____

S. Lanier _____

G. Spiritis _____

F. Davis-Panier _____

2nd & Final Reading

Motioned by: _____

Seconded by: _____

B. Guyton _____

K. Miller-Anderson _____

S. Lanier _____

G. Spiritis _____

F. Davis-Panier _____

REVIEWED AS TO LEGAL SUFFICIENCY

DAWN S. WYNN, CITY ATTORNEY

DATE _____

APPROVED:

Douglas Lawson
Mayor

Shirley D. Lanier
Chairperson

ATTEST

Debrah Hall
Master Municipal Clerk
City Clerk

KaShamba Miller-Anderson
Chair Pro Tem

Bruce Guyton
Councilperson

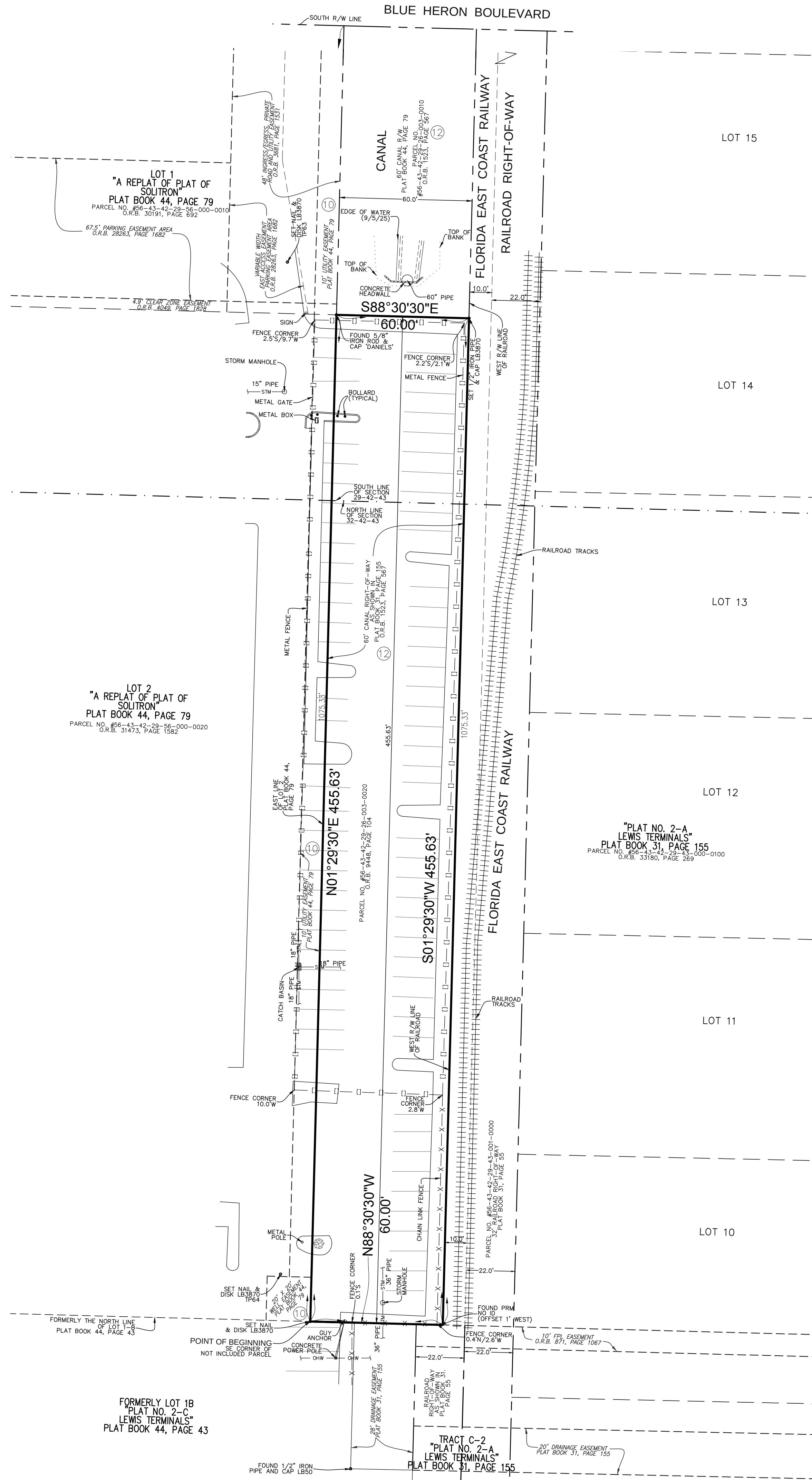
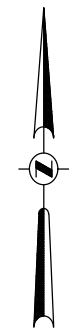
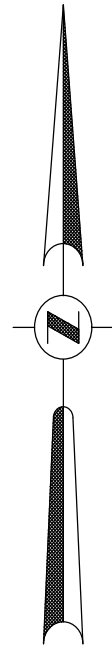
Glen Spiritis
Councilperson

Fercella Davis-Panier
Councilperson

Ordinance Number _____

Page 5

Exhibit A



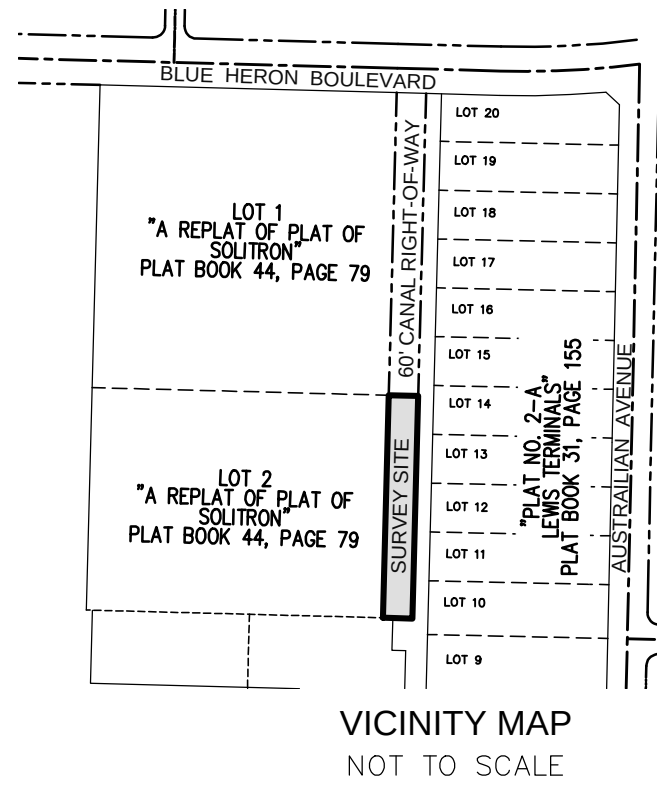
- LEGEND & ABBREVIATIONS**
- CONCRETE
 - ASPHALT PAVEMENT
 - ELEVATION
 - OVERHEAD WIRES
 - UNDERGROUND STORM SEWER LINE
 - UNDERGROUND SANITARY SEWER LINE
 - RAILROAD TRACKS
 - CENTERLINE
 - R= RADIUS
 - CA= CENTRAL ANGLE
 - A= ARC LENGTH
 - FPL FLORIDA POWER & LIGHT COMPANY
 - LB LICENSED BUSINESS
 - O.R.B. OFFICIAL RECORDS BOOK
 - TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
 - PRM PERMANENT REFERENCE MONUMENT
 - UNKNOWN TREE

LEGAL DESCRIPTION:
A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST, AND THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, IN "PLAT NO. 2 LEWIS TERMINALS," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGES 42, 43, AND 44 OF THE PUBLIC RECORDS OF PALM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 455.63 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THAT PART OF THE PARCEL OF LAND LYING AND BEING IN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 42 EAST, SHOWN AS "NOT INCLUDED" ON "PLAT NO. 2 LEWIS TERMINALS," RECORDED IN PLAT BOOK 27, PAGES 42, 43 AND 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL, A DISTANCE OF 1075.33 FEET (1075.08 FEET DEED), MORE OR LESS, TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF BLUE HERON BOULEVARD ACCORDING TO THE RIGHT OF WAY THEREOF RECORDED IN ROAD PLAT BOOK 2, PAGE 172; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 60 FEET; THENCE SOUTHERLY AT RIGHT ANGLES AND PARALLEL TO THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL A DISTANCE OF 1075.33 FEET TO A POINT IN THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID "NOT INCLUDED" PARCEL; THENCE WESTERLY ALONG SAID EXTENSION, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 27,338 SQUARE FEET (0.628 ACRES), MORE OR LESS.



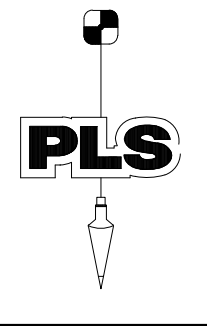
- NOTES:**
- THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - FLOOD ZONE: X; BASE FLOOD ELEVATION: NONE; PANEL #12099C0389F; COMMUNITY #125142; MAP DATE: 10/5/17.
 - THIS SITE LIES IN SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST AND SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.
 - GRID BEARINGS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE NORTH LINE OF LOT 2, PLAT BOOK 44, PAGE 79 BEING S88°30'30"E.
 - REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
 - THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER 5264885-F-FL-CP-ONW, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED SEPTEMBER 15, 2025 AT 8:00 AM. THE FOLLOWING ITEMS ARE EXCEPTIONS IN SCHEDULE B, PART-II OF SAID COMMITMENT:
 - ITEMS 1, 2, 3, 4, 5, 6, 7 & 8: STANDARD EXCEPTIONS, NOT ADDRESSED.
 - ITEM 9: MATTERS SHOWN ON THE PLAT OF PLAT NO. 2 LEWIS TERMINALS, IN PLAT BOOK 27, PAGE 42 APPLY TO THIS SITE BUT HAS BEEN SUPERCEDED BY REPLAT.
 - ITEM 10: MATTERS SHOWN ON THE PLAT OF REPLAT OF PLAT OF SOLITRON, IN PLAT BOOK 44, PAGE 79 APPLY TO THIS SITE AS DEPICTED HEREON.
 - ITEM 11: THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN O.R.B. 442, PAGE 117 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 12: RESERVATIONS CONTAINED IN DEED BOOK 1523, PAGE 567 APPLY TO THIS SITE AS DEPICTED HEREON.
 - ITEM 13: THAT CERTAIN MORTGAGE IN O.R.B. 35211, PAGE 950; AS AFFECTED BY THAT CERTAIN ASSIGNMENT OF MORTGAGE IN O.R.B. 35328, PAGE 1784; AS AFFECTED BY THAT CERTAIN ASSIGNMENT OF MORTGAGE, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF DBGS 2024-SBL MORTGAGE IN O.R.B. 35328, PAGE 1779 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 14: ASSIGNMENT OF RENTS AND LEASES IN O.R.B. 35211, PAGE 981; AS AFFECTED BY ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS IN O.R.B. 35328, PAGE 1784; AS AFFECTED BY ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF DBGS 2024-SBL MORTGAGE IN O.R.B. 35328, PAGE 1800 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 15: UCC-1 (FINANCING STATEMENT) IN O.R.B. 35211, PAGE 996; AS AFFECTED BY ASSIGNMENT IN O.R.B. 35328, PAGE 1789; AS AFFECTED BY ASSIGNMENT RECORDED IN O.R.B. 35328, PAGE 1807 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 16: THAT CERTAIN UNRECORDED LEASE, AS EVIDENCED BY THAT CERTAIN LEASE AGREEMENT, IN O.R.B. 3745, PAGE 642; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE IN O.R.B. 8134, PAGE 1882; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE IN O.R.B. 9448, PAGE 104; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE IN O.R.B. BOOK 31473, PAGE 1585 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 17: THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN WAIVER AND CONSENT IN O.R.B. 4738, PAGE 908 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 18: THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN WAIVER AND CONSENT IN O.R.B. 4738, PAGE 1210 DO NOT APPLY TO THIS SITE.
 - ITEMS 19 & 20: NOT ADDRESSED.
 - THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.2'.
 - ALL RECORDED DOCUMENTS ARE PER PALM BEACH COUNTY PUBLIC RECORDS.

CERTIFICATION:
I HEREBY CERTIFY: THAT THIS MAP OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2651
- VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
- MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660
- STATE OF FLORIDA

5		
4		
3		
2		
1	REVIEWED TITLE COMMITMENT - 10/22/25	A.R.
NO.	REVISIONS	BY

LEASE PARCEL
1177 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404
(CITY OF RIVIERA BEACH, PALM BEACH COUNTY)



PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

BOUNDARY SURVEY

DRAWN BY: B.Q.
CHECKED BY: J.F.P.

SCALE: 1" = 30'
SURVEY DATE: 9/5/25

CLIENT: DALFEN INDUSTRIAL ACQUISITIONS, LLC
ORDER NO.: 74628 A

ORDINANCE NUMBER [_____]

WHEREAS, OZ REALTY (BLUE HERON LOGISTICS CENTER FLORIDA) LIMITED PARTNERSHIP (“Applicant”), owns the industrial building located at 1177 W. Blue Heron Boulevard B102 and identified on the Palm Beach County Property Appraiser as Parcel No. 56-43-42-29-56-000-0020) (the “Property”); and

WHEREAS, the Property is immediately adjacent to a parcel of land identified on the Palm Beach County Property Appraiser as Parcel No. 56-43-42-29-26-003-0020 as more fully described in “Exhibit A” (the “Parking Parcel”); and

WHEREAS, the Parking Parcel is owned in fee simple by the City of Riviera Beach pursuant to that certain Deed recorded in Book 1523, Page 567 of the public records of Palm Beach County, Florida; and

WHEREAS, the Parking Parcel is shown as part of a 60-foot canal right of way pursuant to Plat Book 31, Page 155 and on Plat Book 44, Page 79 all in the public records of Palm Beach County, Florida; and

WHEREAS, for over 20 years, the Parking Parcel has been used as parking lot for the Property with the stormwater being undergrounded via a culvert system; and

WHEREAS, the Parking Parcel only has access through the Property, does not have direct physical access to any public right-of-way, and provides no value or benefit to any other surrounding properties; and

WHEREAS, the Applicant has requested that the City abandon the canal right of way on the Parking Parcel and convey the Parking Parcel to the Applicant through a quit claim deed, with the Applicant providing an easement and maintenance declaration to the City under and through the Parking Parcel; and

WHEREAS, the Planning and Zoning Board reviewed the proposed abandonment (_____), along with corresponding documents and City staff report on _____, and recommended approval with conditions to the City Council; and

WHEREAS, the City Council of the City of Riviera Beach finds that the proposed abandonment (_____) is consistent with the City’s Comprehensive Plan, supports economic development and promotes the health, safety, and welfare of the residents of the City and the general public.

NOW, THEREFORE, be it resolved by the City Council of the City of Riviera Beach, Palm Beach County, Florida, that:

Section 1. The foregoing recitals are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. The City Council hereby approves the City Canal Right-of-Way Abandonment (AB-26-0004), specifically described and shown within “Exhibit A”, attached hereto, and it is hereby abandoned, subject to the following conditions:

1. The Applicant shall provide a City access and drainage easement identical to the legal description of the Parking Parcel with the Book/Page referenced in order to ensure access to the Parking Parcel by the City in perpetuity. Following City Council approval and adoption, and prior to the City Canal Right-of-Way Abandonment becoming effective, the Applicant shall prepare, execute, and deliver to the City an access and drainage easement.
2. The City will execute and deliver to the Applicant the quit claim deed transferring the Parking Parcel to the Applicant for final recordation by the Applicant. All recording fees shall be the responsibility of the Applicant.
3. The Applicant shall submit and acquire approval of a maintenance agreement over the Parking Parcel.

Section 3. **Severability.** If any section, subsection, sentence, clause, phrase or provision of this Ordinance, or its application, to any person or circumstance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. **Repeal of laws in conflict.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. **Codification.** Specific authority is hereby granted to codify the Ordinance as it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Riviera Beach, and sections of this Ordinance may be renumbered to accomplish such intentions.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon final passage and adoption by City Council.

Passed and Approved on the First Reading this ____ day of _____, 2026.

Passed and Adopted on Second and Finals Reading this ____ day of _____, 2026.

[Remainder of page left blank]

Ordinance Number _____

Page 3

1st Reading

Motioned by: _____

Seconded by: _____

B. Guyton _____

K. Miller-Anderson _____

S. Lanier _____

G. Spiritis _____

F. Davis-Panier _____

2nd & Final Reading

Motioned by: _____

Seconded by: _____

B. Guyton _____

K. Miller-Anderson _____

S. Lanier _____

G. Spiritis _____

F. Davis-Panier _____

REVIEWED AS TO LEGAL SUFFICIENCY

DAWN S. WYNN, CITY ATTORNEY

DATE _____

APPROVED:

Douglas Lawson
Mayor

Shirley D. Lanier
Chairperson

ATTEST

Debrah Hall
Master Municipal Clerk
City Clerk

KaShamba Miller-Anderson
Chair Pro Tem

Bruce Guyton
Councilperson

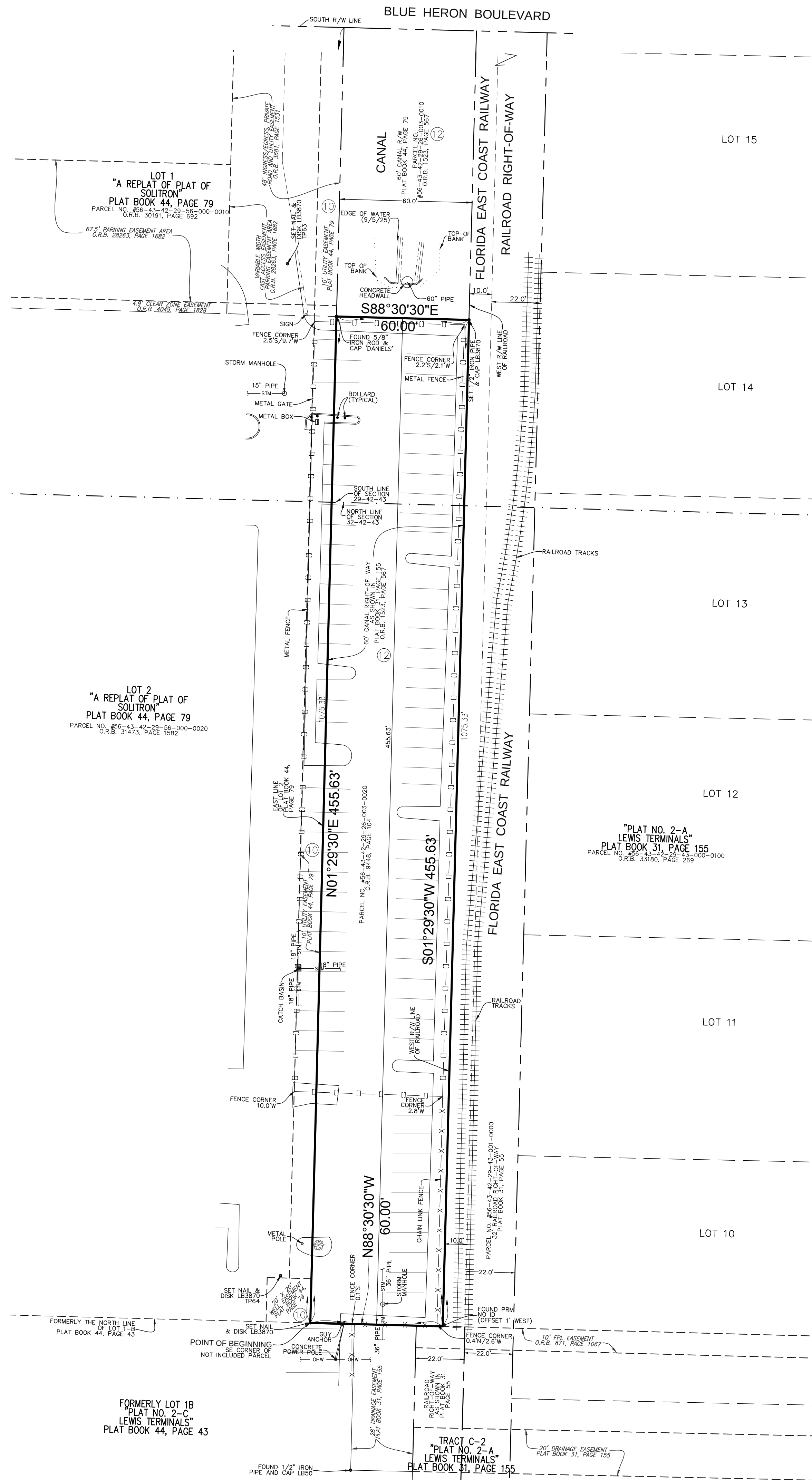
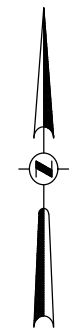
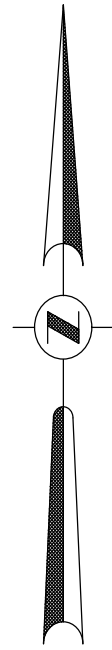
Glen Spiritis
Councilperson

Fercella Davis-Panier
Councilperson

Ordinance Number _____

Page 5

Exhibit A



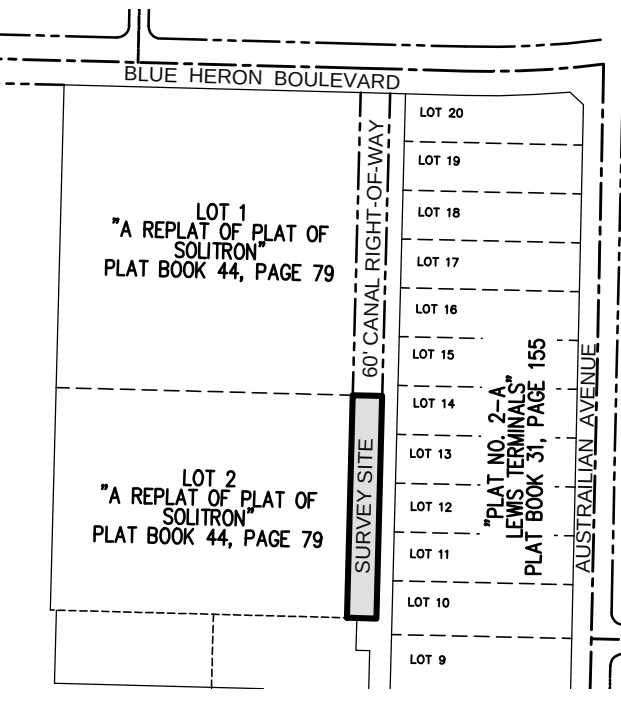
LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST, AND THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, IN "PLAT NO. 2 LEWIS TERMINALS," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGES 42, 43, AND 44 OF THE PUBLIC RECORDS OF PALM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 455.63 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THAT PART OF THE PARCEL OF LAND LYING AND BEING IN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 42 EAST, SHOWN AS "NOT INCLUDED" ON "PLAT NO. 2 LEWIS TERMINALS," RECORDED IN PLAT BOOK 27, PAGES 42, 43 AND 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL, A DISTANCE OF 1075.33 FEET (1075.08 FEET DEED), MORE OR LESS, TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF BLUE HERON BOULEVARD ACCORDING TO THE RIGHT OF WAY THEREOF RECORDED IN ROAD PLAT BOOK 2, PAGE 172; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 60 FEET; THENCE SOUTHERLY AT RIGHT ANGLES AND PARALLEL TO THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL A DISTANCE OF 1075.33 FEET TO A POINT IN THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID "NOT INCLUDED" PARCEL; THENCE WESTERLY ALONG SAID EXTENSION, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 27,338 SQUARE FEET (0.628 ACRES), MORE OR LESS.



VICINITY MAP
NOT TO SCALE

NOTES:

- THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- FLOOD ZONE: X; BASE FLOOD ELEVATION: NONE; PANEL #12099C0389F; COMMUNITY #125142; MAP DATE: 10/5/17.
- THIS SITE LIES IN SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST AND SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.
- GRID BEARINGS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE NORTH LINE OF LOT 2, PLAT BOOK 44, PAGE 79 BEING S88°30'30"E.
- REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER 5264885-F-FL-CP-ONW, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED SEPTEMBER 15, 2025 AT 8:00 AM. THE FOLLOWING ITEMS ARE EXCEPTIONS IN SCHEDULE B, PART-II OF SAID COMMITMENT:
 - ITEMS 1, 2, 3, 4, 5, 6, 7 & 8: STANDARD EXCEPTIONS, NOT ADDRESSED.
 - ITEM 9: MATTERS SHOWN ON THE PLAT OF PLAT NO. 2 LEWIS TERMINALS, IN PLAT BOOK 27, PAGE 42 APPLY TO THIS SITE BUT HAS BEEN SUPERCEDED BY REPLAT.
 - ITEM 10: MATTERS SHOWN ON THE PLAT OF REPLAT OF PLAT OF SOLITRON, IN PLAT BOOK 44, PAGE 79 APPLY TO THIS SITE AS DEPICTED HEREON.
 - ITEM 11: THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN O.R.B. 442, PAGE 117 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 12: RESERVATIONS CONTAINED IN DEED BOOK 1523, PAGE 567 APPLY TO THIS SITE AS DEPICTED HEREON.
 - ITEM 13: THAT CERTAIN MORTGAGE IN O.R.B. 35211, PAGE 950; AS AFFECTED BY THAT CERTAIN ASSIGNMENT OF MORTGAGE IN O.R.B. 35328, PAGE 1784; AS AFFECTED BY THAT CERTAIN ASSIGNMENT OF MORTGAGE, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF DBGS 2024-SBL MORTGAGE IN O.R.B. 35328, PAGE 1779 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 14: ASSIGNMENT OF RENTS AND LEASES IN O.R.B. 35211, PAGE 981; AS AFFECTED BY ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS IN O.R.B. 35328, PAGE 1784; AS AFFECTED BY ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF DBGS 2024-SBL MORTGAGE IN O.R.B. 35328, PAGE 1800 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 15: UCC-1 (FINANCING STATEMENT) IN O.R.B. 35211, PAGE 996; AS AFFECTED BY ASSIGNMENT IN O.R.B. 35328, PAGE 1789; AS AFFECTED BY ASSIGNMENT RECORDED IN O.R.B. 35328, PAGE 1807 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 16: THAT CERTAIN UNRECORDED LEASE, AS EVIDENCED BY THAT CERTAIN LEASE AGREEMENT, IN O.R.B. 37453, PAGE 642; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE IN O.R.B. 8134, PAGE 1882; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE IN O.R.B. 9448, PAGE 104; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE IN O.R.B. BOOK 31473, PAGE 1585 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 17: THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN WAIVER AND CONSENT IN O.R.B. 4738, PAGE 908 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 18: THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN WAIVER AND CONSENT IN O.R.B. 4738, PAGE 1210 DO NOT APPLY TO THIS SITE.
 - ITEMS 19 & 20: NOT ADDRESSED.
- THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS $\pm 0.2'$.
- ALL RECORDED DOCUMENTS ARE PER PALM BEACH COUNTY PUBLIC RECORDS.

CERTIFICATION:

I HEREBY CERTIFY: THAT THIS MAP OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2661
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
☐ MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660
STATE OF FLORIDA

5		
4		
3		
2		
1	REVIEWED TITLE COMMITMENT - 10/22/25	A.R.
NO.	REVISIONS	BY

LEASE PARCEL

1177 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404
(CITY OF RIVIERA BEACH, PALM BEACH COUNTY)

BOUNDARY SURVEY

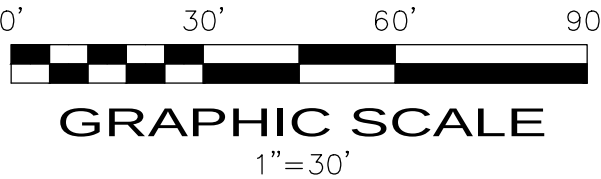


PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.Q.
CHECKED BY: J.F.P.

SCALE: 1" = 30'
SURVEY DATE: 9/5/25

CLIENT: DALFEN INDUSTRIAL ACQUISITIONS, LLC
ORDER NO.: 74628 A



- LEGEND & ABBREVIATIONS
- CONCRETE
 - ASPHALT PAVEMENT
 - ELEVATION
 - OHW OVERHEAD WIRES
 - STM UNDERGROUND STORM SEWER LINE
 - SAN UNDERGROUND SANITARY SEWER LINE
 - RAILROAD TRACKS
 - C CENTERLINE
 - R= RADIUS
 - CA= CENTRAL ANGLE
 - A= ARC LENGTH
 - FPL FLORIDA POWER & LIGHT COMPANY
 - LB LICENSED BUSINESS
 - O.R.B. OFFICIAL RECORDS BOOK
 - TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
 - PRM PERMANENT REFERENCE MONUMENT
 - UNKNOWN TREE

Prepared by and to be Returned to:

Cushla Talbut, Esq.

Greenberg Taurig, P.A.

401 E. Las Olas Blvd., Suite 2000

Fort Lauderdale, FL 33315

Telephone: (954) 468-1728

PCN: 56-43-42-29-26-003-0020

PERPETUAL ACCESS AND DRAINAGE EASEMENT

This PERPETUAL ACCESS AND DRAINAGE EASEMENT (“Easement”) is made this ____ day of _____, 20__, by **OZ REALTY (BLUE HERON LOGISTICS CENTER FLORIDA) LIMITED PARTNERSHIP**, a Delaware limited partnership, whose mailing address is 17304 Preston Road, Suite 550, Dallas, TX 75252 (“Grantor”) for the benefit of **CITY OF RIVIERA BEACH**, a political subdivision of the state of Florida, whose mailing address is 600 West Blue Heron Blvd., Riviera Beach, Florida 33404 (“City”).

WHEREAS, Grantor is the owner of that certain real property located within the City, more particularly described in **Exhibit “A”** (“Grantor’s Property”); and

WHEREAS, Grantor applied to the City for the abandonment and fee simple conveyance to Grantor of that certain City-owned canal right-of-way adjacent to Grantor’s Property, as more particularly described in **Exhibit “B”** (“Easement Area”); and

WHEREAS, the City approved the request through the adoption of Ordinance Number _____ (“Ordinance”), which was granted subject to certain conditions at second reading by the City Council on _____, 2026 and has been recorded at Book _____, Page _____ in the Official Records in and for Palm Beach County, Florida; and

WHEREAS, there are certain drainage facilities within the Easement Area (“Drainage Facilities”) which allow for the continued transmission of stormwater through the property for the benefit of the City’s stormwater drainage system; and

WHEREAS, Condition Number 1 of the Ordinance requires the Grantor provide to the City “a City access and drainage easement identical to the legal description of the City Canal Right-of-Way abandonment area with the Book/Page referenced in order to ensure access”; and

WHEREAS, the Grantor desires to grant the City a Perpetual Access and Drainage Easement, consistent with Condition Number 1 of the Ordinance.

NOW THEREFORE, based upon the foregoing recitals, which are incorporated into this easement by this reference, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and City agree as follows:

1. The above recitals are incorporated into this Easement as true and correct statements and the Exhibits attached hereto are made a part of this Easement.

2. Grantor hereby grants unto City a perpetual non-exclusive drainage easement under and through the Easement Area for the installation, operation, maintenance, repair, replacement, and reconstruction of underground Drainage Facilities (“Drainage Easement”). This Drainage Easement shall be used for the purpose of permitting and conducting all maintenance and operational activities reasonably necessary for the City to achieve its water control objectives, subject to the terms of that certain Maintenance Agreement entered into between the Grantor and the City dated _____, 2026.

4. Grantor further grants to the City the non-exclusive right of pedestrian and vehicular ingress and egress over the Easement Area and those portions of the Grantor’s Property, as described in “Exhibit A,” as reasonably necessary for the City to access the Easement Area and the Drainage Facilities to carry out any maintenance or operational activities deemed reasonably necessary by the City in connection with this Easement.

5. Grantor reserves the right to use the Easement Area and the Grantor’s Property for any purpose that does not materially interfere with the rights granted herein.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS

IN WITNESS WHEREOF, the said Grantor has signed and sealed this Perpetual Access and Drainage Easement on the date first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Printed Name: _____

Address: _____

Printed Name: _____

Address: _____

GRANTOR:

**OZ REALTY (BLUE HERON LOGISTICS
CENTER FLORIDA) LIMITED
PARTNERSHIP**

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by _____, as _____ of the OZ REALTY (BLUE HERON LOGISTICS CENTER FLORIDA) LIMITED PARTNERSHIP, is personally known to me or who has produced _____ as identification.

Notary Public – State of Florida

Name of person taking acknowledgement

Commission No. _____

Commission Expiration _____

EXHIBIT "A"
OZ REALTY BLUE HERON PROPERTY ("GRANTOR'S PROPERTY")

LOT 2, REPLAT OF PLAT OF SOLITRON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, AS RECORDED IN PLAT BOOK 44, PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"
DRAINAGE EASEMENT AREA

LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST, AND THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, IN "PLAT NO. 2 LEWIS TERMINALS," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGES 42, 43, AND 44 OF THE PUBLIC RECORDS OF PALM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 455.63 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THAT PART OF THE PARCEL OF LAND LYING AND BEING IN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 42 EAST, SHOWN AS "NOT INCLUDED" ON "PLAT NO. 2 LEWIS TERMINALS," RECORDED IN PLAT BOOK 27, PAGES 42, 43 AND 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL, A DISTANCE OF 1075.33 FEET (1075.08 FEET DEED), MORE OR LESS, TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF BLUE HERON BOULEVARD ACCORDING TO THE RIGHT OF WAY THEREOF RECORDED IN ROAD PLAT BOOK 2, PAGE 172; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 60 FEET; THENCE SOUTHERLY AT RIGHT ANGLES AND PARALLEL TO THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL A DISTANCE OF 1075.33 FEET TO A POINT IN THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID "NOT INCLUDED" PARCEL; THENCE WESTERLY ALONG SAID EXTENSION, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 27,338 SQUARE FEET (0.628 ACRES), MORE OR LESS.

ONWARD

TITLE

October 17, 2025

Re: Title Number: 5264885-F-FL-CP-ONW
Buyer: Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company
Seller: Riviera Beach City, a municipal corporation of the State of Florida
Premises: No Address, Boca Raton, FL 33431
County: Palm Beach
Block: 3 Parcel ID: 56-43-42-29-26-003-0020

Dear Sir/Madam:

With reference to the above captioned matter, enclosed herewith please find our Title Commitment.

If you have any questions regarding same, please contact our office.

We look forward to working with you on this transaction.

Thank you.

Transaction Contacts:

Jed Levine
Margo Zhao
Matthew Clay

jlevine@onwardtitle.com
mzhao@legacynta.com
mclay@legacynta.com



Title: 5264885-F-FL-CP-ONW

Date: October 17, 2025

Name of individual or business: Riviera Beach City, a municipal corporation of the State of Florida

County: Palm Beach

BANKRUPTCY SEARCH

A Search of the records of the United States Bankruptcy Court has been made with the following results:

☒ There are no record of a bankruptcy search filing for the above-mentioned individual, corporation or business. The following office(s) have been checked.

☐ The following information is on file

KENSINGTON VANGUARD NATIONAL LAND SERVICES, LLC DOES HEREBY CERTIFY THAT THE ABOVE GOVERNMENTAL AGENCIES WERE EXAMINED. THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION CONTAINED HEREIN, AND NO LIABILITY IS ASSUMED.



UNITED STATES PATRIOT ACT NAME SEARCH

Title: 5264885-F-FL-CP-ONW

Riviera Beach City, a municipal corporation of the State of Florida

THE ABOVE INDIVIDUAL OR CORPORATION NAME **DOES NOT APPEAR** ON THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) October 17, 2025.

THE SPECIAL DESIGNATED NATIONALS (SDN) LIST IS FREQUENTLY UPDATED. THERE IS NO PREDETERMINED TIME TABLE, BUT RATHER NAMES ARE ADDED AND REMOVED AS NECESSARY AND APPROPRIATE.

ALL UNITED STATES PERSONS MUST COMPLY WITH THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) REGULATIONS, INCLUDING ALL U.S. CITIZENS, PERMANENT RESIDENT ALIENS, ALL U.S. INCORPORATED ENTITIES AND THEIR FOREIGN BRANCHES REGARDLESS OF WHERE THEY ARE LOCATED.

KENSINGTON VANGUARD NATIONAL LAND SERVICES, LLC DOES HEREBY CERTIFY THAT THE ABOVE GOVERNMENTAL AGENCIES WERE EXAMINED. THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION CONTAINED HEREIN, AND NO LIABILITY IS ASSUMED.



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment for Title Insurance (7-1-22) w-FL Mod

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5264885-F-FL-CP-ONW

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements; and
- f. Schedule B, Part II - Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. ARBITRATION

The Policy contains an arbitration clause as follows:

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at <http://www.alta.org/arbitration>. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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**First American
Title Insurance Company**

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Kensington Vanguard National Land Services, LLC
Issuing Office: 41 Madison Avenue, 21st Floor, New York, NY 10010
Issuing Office's ALTA® Registry ID:
Loan ID No.: TBD
Commitment No.: 5264885-F-FL-CP-ONW
Issuing Office File No.: 5264885-F-FL-CP-ONW
Property Address: No Address, Boca Raton, FL 33431

SCHEDULE A

1. Commitment Date: September 15, 2025 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (07/01/21)
Proposed Insured: Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company
Proposed Amount of Insurance: \$100,000.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (07/01/21)
Proposed Insured: Lender with contractual obligations under a loan agreement with the proposed borrower associated with the proposed Mortgage to be insured.
Proposed Amount of Insurance: \$100,000.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple.
4. The Title is, at the Commitment Date, vested in:

City of Riviera Beach, a municipal corporation of the State of Florida, by virtue of that certain Deed recorded in Official Records [Book 1523, Page 567](#), Palm Beach County, Florida.

Subject to existing leasehold interest in OZ Realty (Blue Heron Logistics Center Florida) Limited Partnership
5. The Land is described as follows:

See Exhibit A Attached Hereto

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SCHEDULE A

(Continued)

Kensington Vanguard National Land Services, LLC

By:



Authorized Signatory

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Riviera Beach City, a municipal corporation of the State of Florida to Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company.
 - b. Mortgage from Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company to Lender with contractual obligations under a loan agreement with the proposed borrower associated with the proposed Mortgage to be insured., securing the principal amount of \$100,000.00.

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

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SCHEDULE B, PART I

(Continued)

5. The following exceptions from coverage, to-wit:

- a. Any rights, interests or claims of parties in possession of the land not shown by the public records.
- b. Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
- c. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
- d. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy will appear on the policy(ies) to be issued in conjunction herewith, to the insured(s), unless the Company is provided an affidavit, acceptable to the Company, executed by Owner(s) sufficient to delete said exceptions from such policy(ies).

Said affidavit shall include, but not be limited to, certification (1) that Owner(s) is/are in exclusive possession of the insured land and that no improvements or structures encroach onto the land from neighboring land, nor do any improvements or structures of the Owner(s) encroach onto neighboring land, nor does any party other than the Owner(s) have any claim to possession of the insured land; (2) that there has been no labor, material or services provided for or improvements upon the insured land within the previous 90 days, which have not been paid for, and that there are no outstanding contracts, either oral or written, for the furnishing of an such labor, material or services; (3) that there are no mortgages, judgments, tax liens or other liens against the Owner, or any of the them, and/or the insured land other than as disclosed by this commitment; (4) that there are no outstanding or pending claims or law suits against the Owner(s), or any of them, that may constitute the basis for a lien against the insured land; (5) that other than as disclosed by this commitment there are no matters which constitute defects in Owner(s) title to the insured land; (6) that there are no matters existing, at the time of delivery of the deed and/or mortgage contemplated herein, which would adversely affect the ability of the Owner(s) to mortgage or convey the insured land; (7) that the Owner(s), and each of them, has never been adjudicated incompetent; and (8) that the Owner(s), and each of them, has never been a party to a bankruptcy filing, nor does the Owner(s), or any of them, contemplate or anticipate any such filing.

In addition to the affidavit referenced above, in order to delete the exception from coverage for "Any rights, interests or claims affecting the land which a correct survey would disclose and which are not shown by the public records.", the Company must be supplied with a survey acceptable to the Company or such other proof as may be acceptable to the Company relating to any rights, interests or claims affecting the land which a correct survey would disclose.

If the above referenced affidavit or survey, in the form(s) acceptable to the Company, are not supplied to the Company, the exceptions set out above will appear in the policy(ies) to be issued in conjunction herewith, to the insured(s).

The Company reserves the right to include exceptions from coverage relating to matters disclosed by the affidavit and/or survey or other proof, and to make such additional requirements and/or modify the legal description (shown in Schedule A, hereof), as it may deem necessary.

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SCHEDULE B, PART I

(Continued)

6. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
7. Proof of payment of taxes and assessments for the year 2024, and prior years, plus any penalties and interest.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2024 taxes show **PAID**. The gross amount is \$2,447.93 for Tax Identification No. 56-43-42-29-26-003-0020.

NOTE: The name or names of the proposed insured(s) and/or the amount of requested insurance under the Owner's/Loan Policy to be issued must be furnished and this Commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.

NOTE: Florida Statutes, Sections 692.201-692.205, "Conveyances to Foreign Entities" (the "Statute"), effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. Pursuant to such Statute, at the time of purchase of real property in Florida, each Buyer must provide an Affidavit that the proposed Insured is not a foreign principal from a foreign country of concern that is restricted from acquiring the Land set forth on Schedule A. In compliance with the statute, Florida Real Estate Commission adopted Rule 61J2-10.200, F.A.C., which established the approved forms for such Affidavits (one for natural persons and one for entities). These affidavits will be provided upon request. Any loss or damage incurred as a result of a violation of this Statute is excluded from coverage under the terms of a title insurance policy. Further, the Company will not knowingly close or insure a transaction that violates this Statute.

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SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

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SCHEDULE B, PART II

(Continued)

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

9. Matters shown on the Plat of Plat No. 2 Lewis Terminals, recorded in Plat [Book 27, Page 42](#).
10. Matters shown on the Plat of Replat of Plat of Solitron, recorded in Plat [Book 44, Page 79](#).
11. The terms, provisions, and conditions contained in that certain Declaration of Restrictions Lewis Terminals No. 2 Industrial Area, recorded in Official Records [Book 442, Page 117](#).
12. Reservations contained in Deed recorded in [Book 1523, Page 567](#) of Official Records.
13. That certain mortgage from OZ Realty (Blue Heron Logistics Center Florida) Limited Partnership, a Delaware limited partnership, to German American Capital Corporation and Goldman Sachs Bank USA, recorded in [Book 35211, Page 950](#); as affected by that certain Assignment of Mortgage from Goldman Sachs Bank USA to Goldman Sachs Mortgage Company, recorded in [Book 35328, Page 1784](#); as affected by that certain Assignment of Mortgage from German American Capitol Corporation and Goldman Sachs Mortgage Company to Computershare Trust Company, NA, as Trustee, for the Benefit of the Holders of DBGS 2024-SBL Mortgage Trust Commercial Mortgage Pass-Through Certificates, recorded in [Book 35328, Page 1779](#), all of Official Records, and the terms and conditions thereof.
14. Assignment of Rents and Leases by OZ Realty (Blue Heron Logistics Center Florida) Limited Partnership, a Delaware limited partnership to German American Capital Corporation and Goldman Sachs Bank USA, recorded in [Book 35211, Page 981](#); as affected by Assignment of Assignment of Leases and Rents from Goldman Sachs Bank USA to Goldman Sachs Mortgage Company, recorded in [Book 35328, Page 1784](#); as affected by Assignment of Assignment of Leases and Rents from German American Capitol Corporation and Goldman Sachs Mortgage Company to Computershare Trust Company, NA, as Trustee, for the Benefit of the Holders of DBGS 2024-SBL Mortgage Trust Commercial Mortgage Pass-Through Certificates, recorded in [Book 35328, Page 1800](#), all of Official Records.
15. UCC-1 (Financing Statement) recorded August 15, 2024 in [Book 35211, Page 996](#); as affected by Assignment recorded in [Book 35328, Page 1789](#); as affected by Assignment recorded in [Book 35328, Page 1807](#), all of Official Records.

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SCHEDULE B, PART II

(Continued)

16. That certain unrecorded lease, by and between City of Riviera Beach, a municipal corporation organized and existing under the laws of the state of Florida, Lessor, and Solitron Devices, Inc., a New York corporation, Lessee, as evidenced by that certain Lease Agreement, recorded in [Book 3745, Page 642](#); as affected by Assignment and Assumption of Lease in favor of FNB Properties, Inc., a Florida corporation, recorded in [Book 8134, Page 1882](#); as affected by Assignment and Assumption of Lease in favor of Stateside Capital Group, Inc., a Florida corporation, recorded in [Book 9448, Page 104](#); as affected by Assignment and Assumption of Lease in favor of OZ Realty (Blue Heron Logistics Center Florida) Limited Partnership, a Delaware limited partnership, recorded in [Book 31473, Page 1585](#), all of Official Records.
17. The terms, provisions, and conditions contained in that certain Waiver and Consent, recorded in Official Records [Book 4738, Page 908](#).
18. The terms, provisions, and conditions contained in that certain Waiver and Consent, recorded in Official Records [Book 4738, Page 1210](#).
19. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
20. Any map or diagram now or previously provided is for reference and informational purposes only. The Company and its agents expressly disclaim any liability for alleged loss or damage which may result from reliance upon such map(s) or diagram(s). The foregoing does not limit any express coverages provided by the terms and provisions of any title insurance policy for matters which might be revealed by a survey prepared and certified in accord with Florida Statutes Section 472.027.

Note: All of the recording information contained herein refers to the Public Records of PALM BEACH County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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EXHIBIT A

The Land is described as follows:

The land referred to herein below is situated in the County of PALM BEACH, State of Florida, and is described as follows:

Th South 455.63 feet of the following described parcel:

Beginning at the southeasterly corner of that part of the parcel of land lying and being in the Northwest quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 32, Township 42 South, Range 43 East, shown as "NOT INCLUDED" on Plat No. 2. Lewis Terminals, recorded in Plat Book 27, Pages 42, 43 and 44, Public Records of Palm Beach County, Florida; thence northerly along the easterly line of said "NOT INCLUDED" parcel, a distance of 1075.33 feet (1075.08 feet Deed), more or less, to a point in the Southerly right of way line of Blue Heron Boulevard according to the right of way thereof recorded in Road Plat Book 2, Page 172; thence easterly along said right of way line a distance of 60 feet; thence southerly at right angles and parallel to the easterly line of said "NOT INCLUDED" parcel, a distance of 1075.33 feet to a point in the easterly extension of the southerly line of said "NOT INCLUDED" parcel; thence Westerly along said extension, a distance of 60 feet to the Point of Beginning.

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
56-43-42-29-26-003-0020	2024	101519216	40		LEWIS TERMINALS PL 2 S 455.63 FT OF N 1075.33 FT LYG S OF & ADJ TO BLUE HERON BLVD & LYG BET RY R/W IN PB31P155 & PB44P79 K/A LEASE PARCEL



7 - 844

RIVIERA BEACH CITY OF LESSOR
STATESIDE CAPITAL GRP INC LESSEE
2200 BUTTS RD STE 310
BOCA RATON FL 33431-7453



ANNE M. GANNON
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ACCESS
ACCOUNT



2024 VAB REAL ESTATE PROPERTY TAX BILL

READ REVERSE SIDE BEFORE CALLING			AD VALOREM TAXES		READ REVERSE SIDE BEFORE CALLING		
TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT	
COUNTY	561-355-3996	22,520		22,520	4.5000	101.34	
COUNTY DEBT	561-355-3996	22,520		22,520	0.0396	0.89	
CITY OF RIVIERA BEACH	561-845-4040	22,520		22,520	8.3500	188.04	
CHILDRENS SERVICES COUNCIL	561-740-7000	22,520		22,520	0.4908	11.05	
F.I.N.D.	561-627-3386	22,520		22,520	0.0288	0.65	
PBC HEALTH CARE DISTRICT	561-804-5765	22,520		22,520	0.6561	14.78	
SCHOOL LOCAL	561-434-8837	336,711		336,711	3.2480	1,093.64	
SCHOOL STATE	561-434-8837	336,711		336,711	3.0660	1,032.36	
SFWMD EVERGLADES CONST PROJECT	561-686-8800	22,520		22,520	0.0327	0.74	
SO FLA WATER MANAGEMENT DIST.	561-686-8800	22,520		22,520	0.0948	2.13	
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	22,520		22,520	0.1026	2.31	
TOTAL AD VALOREM						2,447.93	

READ REVERSE SIDE BEFORE CALLING			NON-AD VALOREM ASSESSMENTS		READ REVERSE SIDE BEFORE CALLING		
LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT				
TOTAL NON-AD VALOREM						0.00	
TOTAL AD VALOREM AND NON-AD VALOREM COMBINED						2,447.93	

DETACH HERE

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

DETACH HERE

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.
56-43-42-29-26-003-0020	2024	101519216

RIVIERA BEACH CITY OF LESSOR
STATESIDE CAPITAL GRP INC LESSEE
2200 BUTTS RD STE 310
BOCA RATON FL 33431-7453

OPTION TWO

PAYMENT IS DUE FOR ALL VAB FILINGS. NO EXCEPTIONS.

20241015192160001835953

LEGAL DESCRIPTION

LEWIS TERMINALS PL 2 S 455.63 FT OF N 1075.33 FT LYG S OF & ADJ TO BLUE HERON BLVD & LYG BET RY R/W IN PB31P155 & PB44P79 K/A LEASE PARCEL

P.O. BOX 3353
WEST PALM BEACH, FL 33402-3353

MAKE PAYMENT TO:
TAX COLLECTOR, PALM BEACH COUNTY

AMOUNT DUE WHEN RECEIVED BY					TAXES ARE DELINQUENT APRIL 1, 2025
NOV 30, 2024	DEC 31, 2024	JAN 31, 2025	FEB 28, 2025	MAR 31, 2025	
\$1,762.51	\$1,780.87	\$1,799.23	\$1,817.60	\$1,835.95	
4%	3%	2%	1%	NO DISCOUNT	

2024 VAB REAL ESTATE PROPERTY TAX BILL

DETACH HERE

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

DETACH HERE

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.
56-43-42-29-26-003-0020	2024	101519216

RIVIERA BEACH CITY OF LESSOR
STATESIDE CAPITAL GRP INC LESSEE
2200 BUTTS RD STE 310
BOCA RATON FL 33431-7453

OPTION ONE

PAYMENT IS DUE FOR ALL VAB FILINGS. NO EXCEPTIONS.

20241015192160002447931

LEGAL DESCRIPTION

LEWIS TERMINALS PL 2 S 455.63 FT OF N 1075.33 FT LYG S OF & ADJ TO BLUE HERON BLVD & LYG BET RY R/W IN PB31P155 & PB44P79 K/A LEASE PARCEL

P.O. BOX 3353
WEST PALM BEACH, FL 33402-3353

MAKE PAYMENT TO:
TAX COLLECTOR, PALM BEACH COUNTY

AMOUNT DUE WHEN RECEIVED BY					TAXES ARE DELINQUENT APRIL 1, 2025
NOV 30, 2024	DEC 31, 2024	JAN 31, 2025	FEB 28, 2025	MAR 31, 2025	
\$2,350.01	\$2,374.49	\$2,398.97	\$2,423.46	\$2,447.93	
4%	3%	2%	1%	NO DISCOUNT	

OWNER'S AFFIDAVIT AND GAP UNDERTAKING

COMMITMENT NO: 5264885-F-FL-CP-ONW

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, (the "Affiant"),
of _____, a _____ (the "Owner"),
who first being duly sworn, deposes and says:

1. That Affiant is duly authorized to make this affidavit on behalf of the Owner.
2. That the Owner is the titleholder of that certain real property described in the above-referenced Title Commitment, commonly known as " _____ and located at _____ (the "Property").
3. That the Owner is entitled to possession of the Property, and there is no other person or entity in possession who has any right in the Property other than those tenants in possession located on the Property and listed on the rent roll attached hereto as Exhibit "A".
4. That the Owner has not entered into any written agreement, nor is the Owner aware of anyone else entering into any written agreement with any real estate broker, nor is Owner aware of anyone who has provided licensed services that resulted in the procuring of a person or entity for the purpose of buying, selling, or otherwise conveying or acquiring any interest in the Property.
5. That all real estate taxes, special assessments, water and sewer charges and management fees, if any, are fully paid;
6. That there are no unrecorded labor, mechanics', or materialmen's liens against the Property, and no material has been furnished to or labor performed upon the Property except such that have been paid for in full.
7. That there are no unrecorded options or contracts to purchase, contracts for deed or mortgage commitments, sales agreements, participation agreements, mortgages, or unrecorded deeds, easements or rights-of-way for users or adverse interest with respect to the Property.
8. That there are no unrecorded existing tenancies, leases or other occupancies affecting the Property, except as shown in Exhibit "A" attached hereto, and that such unrecorded tenancies, leases or other occupancies, if any, contain no options to purchase the Property or rights of first refusal.
9. That there is no action or proceeding, including but not limited to bankruptcy, which is now pending against Owner in any State or Federal Court, nor is there any attachment, judgment or other encumbrance which may now constitute a lien upon the Property, nor are there any claims or pending claims against Owner which may be satisfied through a lien or attachment against the Property.
10. That the owner has received no written notice (except as may have been disclosed in the public records of the applicable jurisdiction) of an officially proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body; and to the undersigned's knowledge, there has been no work done on the Property, nor notice received that work is to be done on the Property by the municipality (county, city, borough or township), or at its direction, including but not limited to the installation of water or sewer lines or of other utilities, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs and sidewalks.
11. That the Owner has not made or caused to be made any structural improvements or structural additions to existing improvements on the Property since _____, the date of Survey made by _____, Job No. _____, each of which survey is an accurate and complete representation of Tracts I and II, respectively, of the Property and all improvements and number of parking spaces located thereon as of the date hereof.
12. That Owner has received any and all partnership consents and/or corporate resolutions necessary in order to authorize the conveyance and/or mortgage of the Property. Should First American Title Insurance Company request a copy of the consents and/or resolutions, Owner shall furnish copies within a reasonable time period.

13. That Owner is not a foreign Person, nor is Owner a "Disregarded Transferor," but rather is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code"), and that Owner's true and correct United States taxpayer identification number (or Social Security number) is set forth below opposite the signature of Owner. Owner is making the statements set forth herein for the purpose of releasing the Purchaser and/or Settlement Agent from any withholding obligation which might otherwise be imposed under Section 1445(a) of the Code.

THIS AFFIDAVIT is made for the purpose of inducing Kensington Vanguard National Land Services, LLC and First American Title Insurance Company to issue a title insurance policy or other title evidence, and if acting as escrow or closing agent, then to disburse any funds held as escrow or closing agent. Affiant hereby indemnifies and agrees to save harmless Kensington Vanguard National Land Services, LLC and First American Title Insurance Company against any damages or expense, including attorney fees, sustained as a result of any of the foregoing matters not being true and accurate and further indemnifies Kensington Vanguard National Land Services, LLC and First American Title Insurance Company as to defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing on the public records or attaching subsequent to the effective date of the above-referenced Commitment but prior to the effective date of such title insurance policy or policies or other title evidence.

Nothing in this Affidavit shall affect in any way title insurance coverage heretofore provided to Owner by Kensington Vanguard National Land Services, LLC and First American Title Insurance Company or its affiliates, or their respective predecessors-in-interest, with respect to the Property.

I understand, acknowledge, and authorize that the Title Agency may place the funds associated with this transaction in interest-bearing accounts that may provide a financial benefit, including fees, interest, or credits, to the Title Agency, unless my written instructions state otherwise or it is otherwise restricted or prohibited by law.

Dated as of this _____ day of _____, 2025.

US Taxpayer ID No.: _____

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, _____.

By _____

Notary Public

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. We have also adopted broader guidelines that govern our use of personal information regardless of its source.

Types of Information Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms or in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliate companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliate companies, or to other financial institutions with whom we or our affiliate companies have joint marketing agreements.

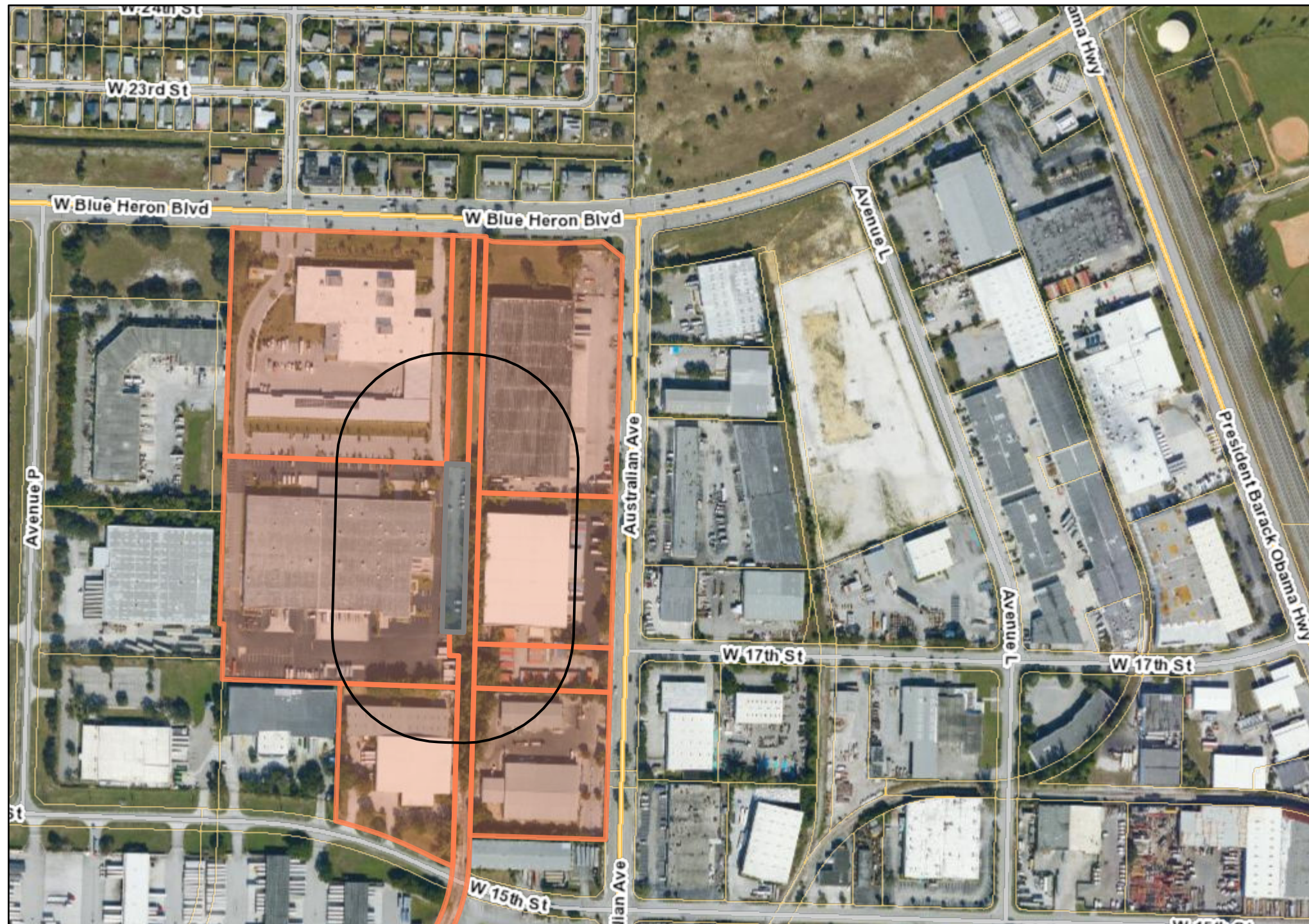
Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need

to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



0 0.04 0.09 0.17 Miles



Date: 12/19/2025
Time: 10:20 AM
Scale: 1:4,514

- Parcel Selection
- Subdivision Selection
- Parcel & Subdivision Buffer Selected Set
- Buffer Radius



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser
We Value What You Value

ORDER DETAILS**Order Number:****LSAR0436910****Order Status:**

Approved

Classification:

Govt Bids & Proposals

Package:

General Package

1 Affidavit:

2.00

Base amount:

205.94

Service fee:

8.22

Cash/Check/ACH**Discount:**

-0.00

Total payment:

214.16

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save! In no event are service fees refundable.

Payment Type:

visa

User ID:

L0128674

ACCOUNT INFORMATION

Cushla Talbut

401 E Las Olas Blvd Suite 2000

Fort Lauderdale, FL 33301

954-468-1728

talbutc@gtlaw.com

Greenberg Traurig

Contract ID:

PAYMENT DETAILS

visa*****0728

TRANSACTION REPORT**Date**

January 8, 2026 9:31:21 AM EST

Amount:**PREVIEW FOR AD NUMBER LSAR04369100****NOTICE OF INTENT - CITY OF RIVIERA BEACH**

Oz Realty (Blue Heron Logistics Center Florida) Limited Partnership, a Delaware limited partnership ("Petitioner"), owns the industrial building located at 1177 W. Blue Heron Boulevard B102 (Parcel No. 56-43-42-29-56-000-0020). The Petitioner's property is adjacent to a parking parcel owned by the City of Riviera Beach ("Petition Parcel"). The Petition Parcel is identified by the Palm Beach County Property Appraiser's Website as Parcel No. 56-43-42-29-26-003-0020.

It is the intention of the Petitioner to file a request pursuant to Section 29-66(d) of the City of Riviera Beach's Code of Ordinances for the abandonment of any rights the City of Riviera Beach has in and to the Petition Parcel and for the Petitioner obtain from the City by deed fee simple interest in the Petition Parcel for compensation to the City calculated in accordance with 29-66(d)(4) of the City of Riviera Beach Code of Ordinances.

January 10, 17 2026

LSAR0436910

214.16

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LSAR04369100

January 10, 2026

Palm Beach Post

January 17, 2026

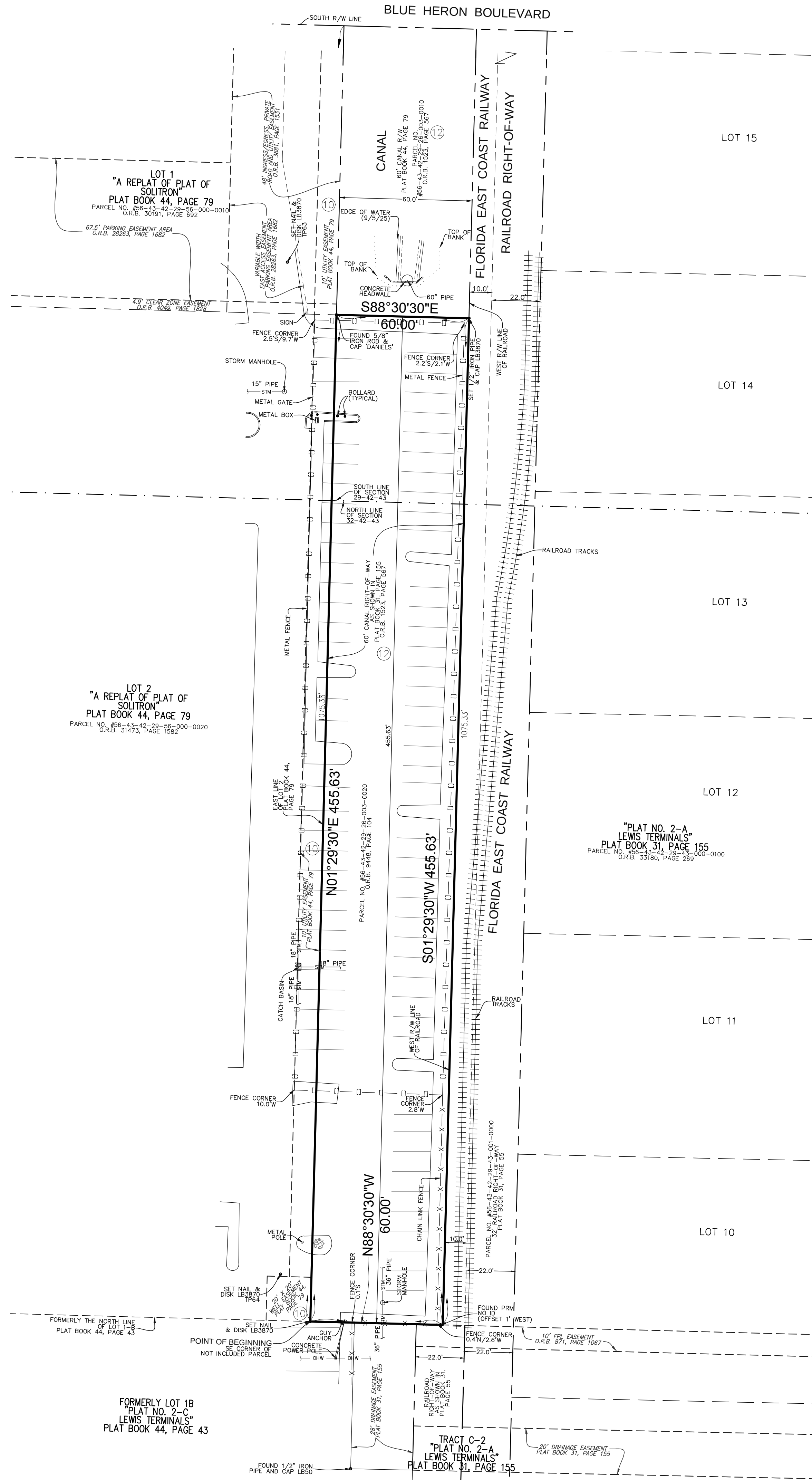
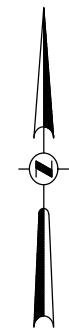
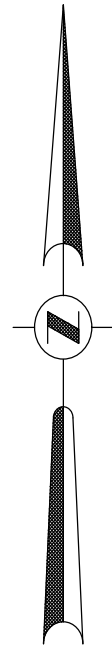
Palm Beach Post

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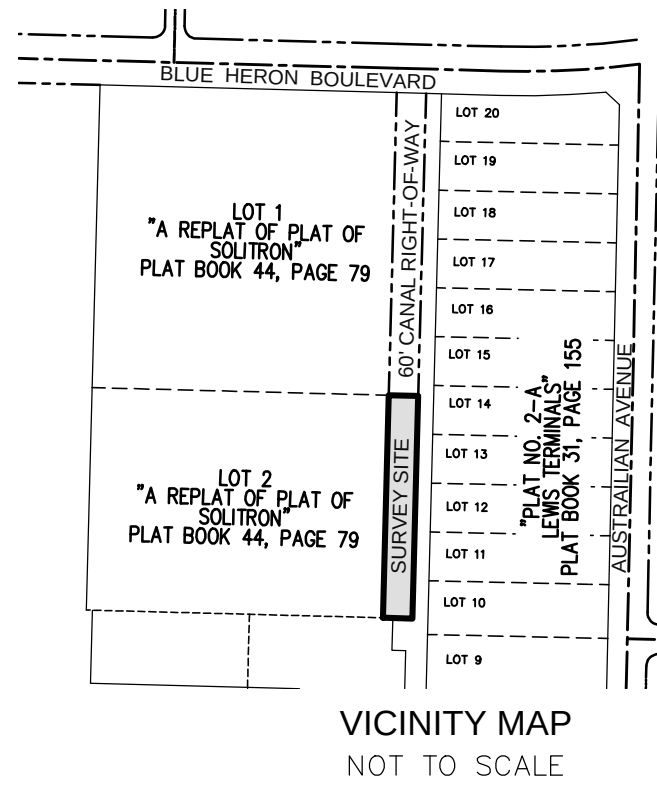
- LEGEND & ABBREVIATIONS**
- CONCRETE
 - ASPHALT PAVEMENT
 - ELEVATION
 - OVERHEAD WIRES
 - UNDERGROUND STORM SEWER LINE
 - UNDERGROUND SANITARY SEWER LINE
 - RAILROAD TRACKS
 - CENTERLINE
 - R= RADIUS
 - CA= CENTRAL ANGLE
 - A= ARC LENGTH
 - FPL FLORIDA POWER & LIGHT COMPANY
 - LB LICENSED BUSINESS
 - O.R.B. OFFICIAL RECORDS BOOK
 - TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
 - PRM PERMANENT REFERENCE MONUMENT
 - UNKNOWN TREE

LEGAL DESCRIPTION:
A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST, AND THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, IN "PLAT NO. 2 LEWIS TERMINALS," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGES 42, 43, AND 44 OF THE PUBLIC RECORDS OF PALM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 455.63 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THAT PART OF THE PARCEL OF LAND LYING AND BEING IN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 42 EAST, SHOWN AS "NOT INCLUDED" ON "PLAT NO. 2 LEWIS TERMINALS," RECORDED IN PLAT BOOK 27, PAGES 42, 43 AND 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL, A DISTANCE OF 1075.33 FEET (1075.08 FEET DEED), MORE OR LESS, TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF BLUE HERON BOULEVARD ACCORDING TO THE RIGHT OF WAY THEREOF RECORDED IN ROAD PLAT BOOK 2, PAGE 172; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 60 FEET; THENCE SOUTHERLY AT RIGHT ANGLES AND PARALLEL TO THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL A DISTANCE OF 1075.33 FEET TO A POINT IN THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID "NOT INCLUDED" PARCEL; THENCE WESTERLY ALONG SAID EXTENSION, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 27,338 SQUARE FEET (0.628 ACRES), MORE OR LESS.



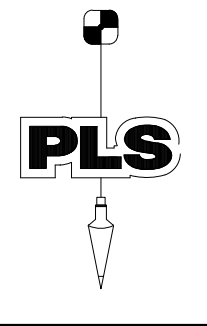
- NOTES:**
- THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - FLOOD ZONE: X; BASE FLOOD ELEVATION: NONE; PANEL #12099C0389F; COMMUNITY #125142; MAP DATE: 10/5/17.
 - THIS SITE LIES IN SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST AND SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.
 - GRID BEARINGS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE NORTH LINE OF LOT 2, PLAT BOOK 44, PAGE 79 BEING S88°30'30"E.
 - REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
 - THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER 5264885-F-FL-CP-ONW, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED SEPTEMBER 15, 2025 AT 8:00 AM. THE FOLLOWING ITEMS ARE EXCEPTIONS IN SCHEDULE B, PART-II OF SAID COMMITMENT:
 - ITEMS 1, 2, 3, 4, 5, 6, 7 & 8: STANDARD EXCEPTIONS, NOT ADDRESSED.
 - ITEM 9: MATTERS SHOWN ON THE PLAT OF PLAT NO. 2 LEWIS TERMINALS, IN PLAT BOOK 27, PAGE 42 APPLY TO THIS SITE BUT HAS BEEN SUPERCEDED BY REPLAT.
 - ITEM 10: MATTERS SHOWN ON THE PLAT OF REPLAT OF PLAT OF SOLITRON, IN PLAT BOOK 44, PAGE 79 APPLY TO THIS SITE AS DEPICTED HEREON.
 - ITEM 11: THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN O.R.B. 442, PAGE 117 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 12: RESERVATIONS CONTAINED IN DEED BOOK 1523, PAGE 567 APPLY TO THIS SITE AS DEPICTED HEREON.
 - ITEM 13: THAT CERTAIN MORTGAGE IN O.R.B. 35211, PAGE 950; AS AFFECTED BY THAT CERTAIN ASSIGNMENT OF MORTGAGE IN O.R.B. 35328, PAGE 1784; AS AFFECTED BY THAT CERTAIN ASSIGNMENT OF MORTGAGE, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF DBGS 2024-SBL MORTGAGE IN O.R.B. 35328, PAGE 1779 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 14: ASSIGNMENT OF RENTS AND LEASES IN O.R.B. 35211, PAGE 981; AS AFFECTED BY ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS IN O.R.B. 35328, PAGE 1784; AS AFFECTED BY ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF DBGS 2024-SBL MORTGAGE IN O.R.B. 35328, PAGE 1800 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 15: UCC-1 (FINANCING STATEMENT) IN O.R.B. 35211, PAGE 996; AS AFFECTED BY ASSIGNMENT IN O.R.B. 35328, PAGE 1789; AS AFFECTED BY ASSIGNMENT RECORDED IN O.R.B. 35328, PAGE 1807 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 16: THAT CERTAIN UNRECORDED LEASE, AS EVIDENCED BY THAT CERTAIN LEASE AGREEMENT, IN O.R.B. 37453, PAGE 642; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE IN O.R.B. 8134, PAGE 1882; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE IN O.R.B. 9448, PAGE 104; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE IN O.R.B. BOOK 31473, PAGE 1585 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 17: THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN WAIVER AND CONSENT IN O.R.B. 4738, PAGE 908 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 18: THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN WAIVER AND CONSENT IN O.R.B. 4738, PAGE 1210 DO NOT APPLY TO THIS SITE.
 - ITEMS 19 & 20: NOT ADDRESSED.
 - THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS $\pm 0.2'$.
 - ALL RECORDED DOCUMENTS ARE PER PALM BEACH COUNTY PUBLIC RECORDS.

CERTIFICATION:
I HEREBY CERTIFY: THAT THIS MAP OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2661
- VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
- MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660
- STATE OF FLORIDA

5		
4		
3		
2		
1	REVIEWED TITLE COMMITMENT - 10/22/25	A.R.
NO.	REVISIONS	BY

LEASE PARCEL
1177 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404
(CITY OF RIVIERA BEACH, PALM BEACH COUNTY)



PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

BOUNDARY SURVEY

DRAWN BY: B.Q.
CHECKED BY: J.F.P.

SCALE: 1" = 30'
SURVEY DATE: 9/5/25

CLIENT: DALFEN INDUSTRIAL ACQUISITIONS, LLC
ORDER NO.: 74628 A

December 23, 2025

Re: Abandonment of Right of Way Parcel
Parcel No. 56-43-42-29-26-003-0020 ("Petition Parcel")

To Whom It May Concern:

The above-described Petition Parcel is adjacent to 1177 W. Blue Heron Boulevard B102 (Parcel No. 56-43-42-29-56-000-0020), which is owned by Oz Realty (Blue Heron Logistics Center Florida) Limited Partnership, a Delaware limited partnership ("Owner"). The Owner authorizes Barbara Hall and Cushla Talbut of Greenberg Traurig, P.A., to act as its agent with respect to all matters relating to the Petition Parcel, including but not limited to the right of way abandonment of the Petition Parcel and acquiring ownership of the Petition Parcel from the City of Riviera Beach.

Sincerely,

**Oz Realty (Blue Heron Logistics
Center Florida) Limited Partnership,**
a Delaware limited partnership

By: DG Industrial Portfolio II Property Owner (FL-I) GP, LLC,
a Delaware limited liability company,
its general partner

By: DG Industrial Portfolio II, L.P.,
a Delaware limited partnership,
its sole member

By: Dalfen-G (Pool II) Operating General Partner LP,
a Delaware limited partnership,
its Operating GP

By: 
Name: Joseph Walker
Title: Secretary

[Acknowledgement on following page]

Texas
STATE OF ~~FLORIDA~~)
Dallas)
COUNTY OF ~~BROWARD~~)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 23rd day of December, 2025, by Joseph Walker as Secretary of Dalfen-G (Pool II) Operating General Partner LP, a Delaware limited partnership, as the Operating GP of DG Industrial Portfolio II, L.P., a Delaware limited partnership as the sole member of DG Industrial Portfolio II Property Owner (FL-I) GP, LLC, a Delaware limited liability company, as the general partner of OZ REALTY (BLUE HERON LOGISTICS CENTER FLORIDA) LIMITED PARTNERSHIP, a Delaware limited partnership on behalf of the partnership.

[SEAL]



[Signature]

Signature of Notary

Print Name: _____

Expires: 9/6/2026

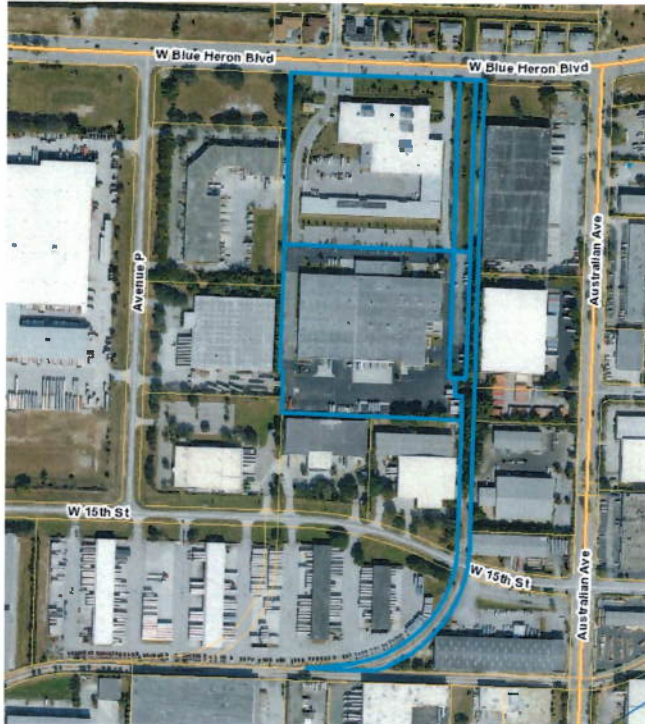
Personally Known ☒ (OR) Produced Identification _____
(Type of Identification Produced)

CERTIFICATION LETTER FOR ABUTTING OWNERS

Date: January 20, 2025

Petition Parcel: 56-43-42-29-26-003-0020

This letter certifies that to the best of the undersigned's knowledge, using the latest records supplied by the Palm Beach County Property Appraiser's Office, the attached list of owners abutting the above referenced Petition Parcel is accurate and complete as of January 20, 2026. Below is a graphic noting the abutting parcels.



Cushla Talbut

Name: Cushla Talbut

STATE OF FLORIDA
COUNTY OF BROWARD

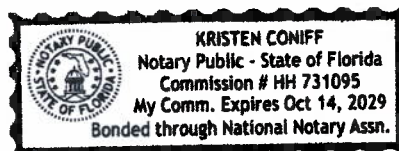
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20 day of January, 2026, by Cushla Talbut. He/She is ☒ personally known to me or ☐ has produced a _____ (state) driver's license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Kristen Coniff
(Signature)

Kristen Coniff
(Name)

My Commission Expires: _____



PCN	Tax Year	Address
56434229260030020	2026	
56434229260030010	2026	
56434229430000090	2026	Australian Ave Riviera Beach FL 33404
56434229430000100	2026	1701 Australian Ave 1 Riviera Beach FL 33404
56434229430000140	2026	2001 Australian Ave 1 Riviera Beach FL 33404
56434229430010000	2026	Riviera Beach
56434229550020011	2026	1300 15th St Riviera Beach FL 33404
56434229560000010	2026	1177 Blue Heron Blvd Riviera Beach FL 33404
56434229560000020	2026	1177 Blue Heron Blvd B102 Riviera Beach FL 33404
56434232390000000	2026	1521 Australian Ave Riviera Beach FL 33404

City	State	Zip Code	Owner Information
			Riviera Beach City Of Lessor
			Riviera Beach City Of
Riviera Beach	FL	33404	Rlif Riviera Beach Spe Llc
Riviera Beach	FL	33404	Rlif Riviera Beach Spe Llc
Riviera Beach	FL	33404	Rlif Riviera Beach Spe Llc
Riviera Beach			Florida East Coast Railway Llc
Riviera Beach	FL	33404	Wheeler Investments Llc
Riviera Beach	FL	33404	Sroa Blue Heron Boulevard Llc
Riviera Beach	FL	33404	Oz Realty
Riviera Beach	FL	33404	L & W Supply Corporation

Mailing Address	Acres	Book	Page	Price
2200 Butts Rd Ste 310 Boca Raton FL 33431	0.62			\$0
Po Box 10682 West Palm Beach FL 33419	0.84			\$0
201 West St Annapolis MD 21401	1.02			\$0
201 West St Annapolis MD 21401	3.5			\$0
201 West St Annapolis MD 21401	5.84			\$0
7150 Philips Hwy Jacksonville FL 32256	2.11			\$0
35 Palisades Rd Ne Atlanta GA 30309	3.13			\$0
2751 S Dixie Hwy Ste 450 West Palm Beach FL 33405	8.59			\$0
17304 Preston Rd Ste 550 Dallas TX 75252	8.52			\$0
1 Abc Pkwy Beloit WI 53511	3.4			\$0

Land Value	Sales Date	Building Value	Taxable Value	Tax District	Sales Instr	PUse	Legal1
\$321,960	12/31/196	\$13,658	\$24,772	\$335,618	56407	LEASEHOLD	Lewis Terr
\$255	12/31/196	\$0	\$0	\$255	56407	R/W - BUFI	Lewis Terr
\$561,254	12/31/196	\$56,571	\$474,977	\$617,825	56407	OPEN STOF	Lewis Terr
\$1,600,221	12/31/196	\$5,768,602	\$6,189,304	\$7,368,823	56407	WAREH/DI	Lewis Terr
\$2,669,499	12/31/196	\$9,479,618	\$10,512,300	\$12,149,115	56407	WAREH/DI	Lewis Terr
\$6,344	12/31/196	\$0	\$0	\$0	56407	CENTRALLY	Lewis Terr
\$1,432,914	12/31/196	\$4,631,716	\$4,603,667	\$6,064,630	56407	WAREH/DI	Lewis Terr
\$3,665,729	12/31/196	\$13,034,160	\$16,605,460	\$17,238,115	56407	SELF STOR	Solitron Re
\$3,895,973	12/31/196	\$19,571,430	\$21,342,470	\$23,467,400	56407	WAREH/DI	Solitron Re
\$1,556,961	12/31/196	\$4,162,407	\$5,719,368	\$5,719,368	56407	WAREH/DI	On Site Ma

Legal2 Legal3

S 455.63 Ft Blvd & Lyg Bet Ry R/W In Pb31p155 & Pb44p79 K/A Lease Parcel

N 1075.33 R/W In Pb31p155 & Pb44p79 K/A Cnl R/W In Or1523p567 (Less S

Lts 14 Thru Trglr Par R/Ws)

All Of Plat

PCN	Tax Year	Address	City	State	Zip Code	Owner Info
56434229430010000	2026	Riviera Bea	Riviera Bea			Florida Eas
56434229260030010	2026					Riviera Bea
56434229260030020	2026					Riviera Bea
56434229560000010	2026	1177 Blue	Riviera Bea	FL	33404	Sroa Blue P
56434229560000020	2026	1177 Blue	Riviera Bea	FL	33404	Oz Realty

Petition Parcel

Mailing Ad Acres	Book	Page	Price	Land Value	Sales Date	Building V	Taxable
7150 Philip	2.11		\$0	\$6,344	12/31/196	\$0	\$0
Po Box 106	0.84		\$0	\$255	12/31/196	\$0	\$0
2200 Butts	0.62		\$0	\$321,960	12/31/196	\$13,658	\$24,772
2751 S Dixi	8.59		\$0	\$3,665,729	12/31/196	\$13,034,16	\$16,605,46
17304 Pres	8.52		\$0	\$3,895,973	12/31/196	\$19,571,43	\$21,342,47

Value	Tax District	Sales Instr	PUse	Legal1	Legal2	Legal3
\$0	56407		CENTRAL	Lewis Terr		
\$255	56407		R/W - BUFI	Lewis Terr N 1075.33	R/W In Pb31p155 & Pb44p79	K/A
\$335,618	56407		LEASEHOLI	Lewis Terr S 455.63 Ft Blvd & Lyg Bet Ry	R/W In Pb31p155	
\$17,238,115	56407		SELF STOR	Solitron Re		
\$23,467,400	56407		WAREH/DI	Solitron Re		

. Cnl R/W In Or1523p567 (Less S
55 & Pb44p79 K/A Lease Parcel

ORDER DETAILS**Order Number:****LSAR0436910****Order Status:**

Approved

Classification:

Govt Bids & Proposals

Package:

General Package

1 Affidavit:

2.00

Base amount:

205.94

Service fee:

8.22

Cash/Check/ACH**Discount:**

-0.00

Total payment:

214.16

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save! In no event are service fees refundable.

Payment Type:

visa

User ID:

L0128674

ACCOUNT INFORMATION

Cushla Talbut

401 E Las Olas Blvd Suite 2000

Fort Lauderdale, FL 33301

954-468-1728

talbutc@gtlaw.com

Greenberg Traurig

Contract ID:

PAYMENT DETAILS

visa*****0728

TRANSACTION REPORT**Date**

January 8, 2026 9:31:21 AM EST

Amount:**PREVIEW FOR AD NUMBER LSAR04369100****NOTICE OF INTENT - CITY OF RIVIERA BEACH**

Oz Realty (Blue Heron Logistics Center Florida) Limited Partnership, a Delaware limited partnership ("Petitioner"), owns the industrial building located at 1177 W. Blue Heron Boulevard B102 (Parcel No. 56-43-42-29-56-000-0020). The Petitioner's property is adjacent to a parking parcel owned by the City of Riviera Beach ("Petition Parcel"). The Petition Parcel is identified by the Palm Beach County Property Appraiser's Website as Parcel No. 56-43-42-29-26-003-0020.

It is the intention of the Petitioner to file a request pursuant to Section 29-66(d) of the City of Riviera Beach's Code of Ordinances for the abandonment of any rights the City of Riviera Beach has in and to the Petition Parcel and for the Petitioner obtain from the City by deed fee simple interest in the Petition Parcel for compensation to the City calculated in accordance with 29-66(d)(4) of the City of Riviera Beach Code of Ordinances.

January 10, 17 2026

LSAR0436910

214.16

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LSAR04369100

January 10, 2026

Palm Beach Post

January 17, 2026

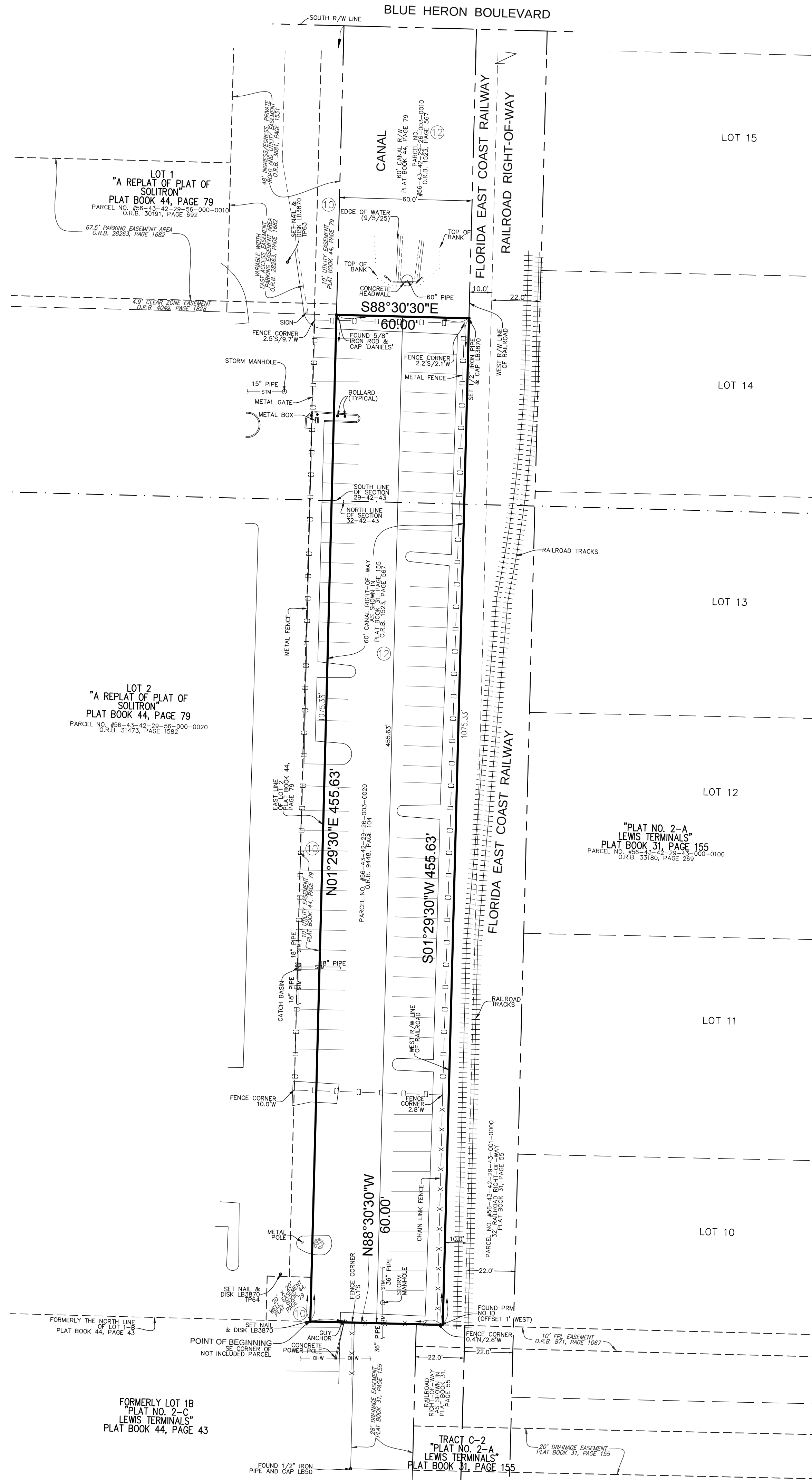
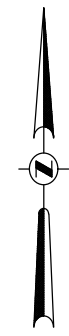
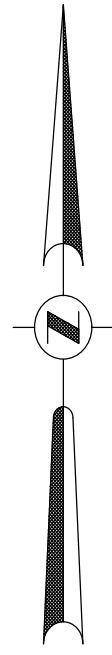
Palm Beach Post

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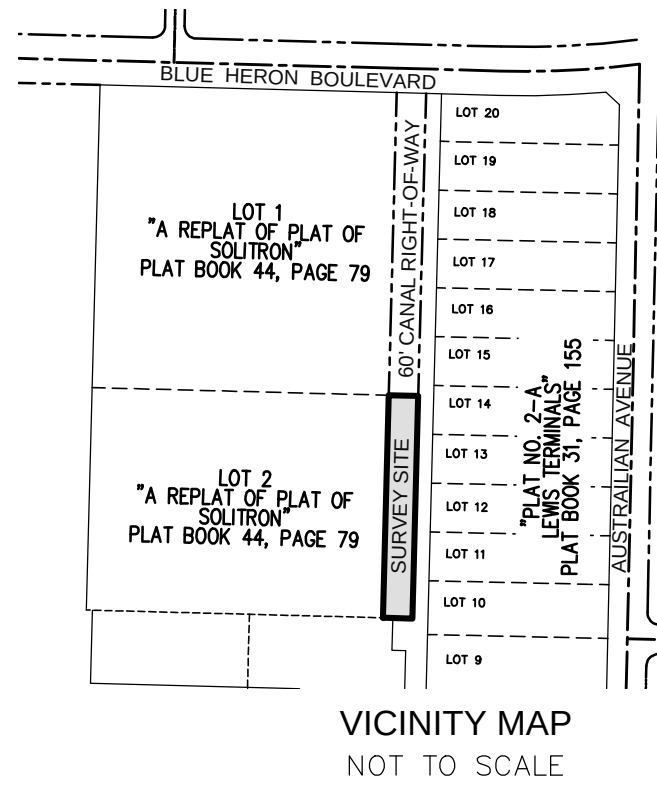
- LEGEND & ABBREVIATIONS**
- CONCRETE
 - ASPHALT PAVEMENT
 - ELEVATION
 - OVERHEAD WIRES
 - UNDERGROUND STORM SEWER LINE
 - UNDERGROUND SANITARY SEWER LINE
 - RAILROAD TRACKS
 - CENTERLINE
 - R= RADIUS
 - CA= CENTRAL ANGLE
 - A= ARC LENGTH
 - FPL FLORIDA POWER & LIGHT COMPANY
 - LB LICENSED BUSINESS
 - O.R.B. OFFICIAL RECORDS BOOK
 - TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
 - PRM PERMANENT REFERENCE MONUMENT
 - UNKNOWN TREE

LEGAL DESCRIPTION:
A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST, AND THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, IN "PLAT NO. 2 LEWIS TERMINALS," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGES 42, 43, AND 44 OF THE PUBLIC RECORDS OF PALM COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 455.63 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THAT PART OF THE PARCEL OF LAND LYING AND BEING IN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 42 EAST, SHOWN AS "NOT INCLUDED" ON "PLAT NO. 2 LEWIS TERMINALS," RECORDED IN PLAT BOOK 27, PAGES 42, 43 AND 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL, A DISTANCE OF 1075.33 FEET (1075.08 FEET DEED), MORE OR LESS, TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF BLUE HERON BOULEVARD ACCORDING TO THE RIGHT OF WAY THEREOF RECORDED IN ROAD PLAT BOOK 2, PAGE 172; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 60 FEET; THENCE SOUTHERLY AT RIGHT ANGLES AND PARALLEL TO THE EASTERLY LINE OF SAID "NOT INCLUDED" PARCEL A DISTANCE OF 1075.33 FEET TO A POINT IN THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID "NOT INCLUDED" PARCEL; THENCE WESTERLY ALONG SAID EXTENSION, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 27,338 SQUARE FEET (0.628 ACRES), MORE OR LESS.



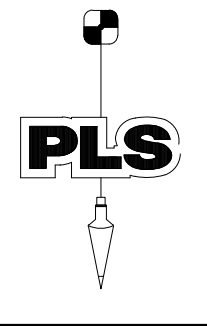
- NOTES:**
- THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - FLOOD ZONE: X; BASE FLOOD ELEVATION: NONE; PANEL #12099C0389F; COMMUNITY #125142; MAP DATE: 10/5/17.
 - THIS SITE LIES IN SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST AND SECTION 29, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.
 - GRID BEARINGS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE NORTH LINE OF LOT 2, PLAT BOOK 44, PAGE 79 BEING S88°30'30"E.
 - REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
 - THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER 5264885-F-FL-CP-ONW, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED SEPTEMBER 15, 2025 AT 8:00 AM. THE FOLLOWING ITEMS ARE EXCEPTIONS IN SCHEDULE B, PART-II OF SAID COMMITMENT:
 - ITEMS 1, 2, 3, 4, 5, 6, 7 & 8: STANDARD EXCEPTIONS, NOT ADDRESSED.
 - ITEM 9: MATTERS SHOWN ON THE PLAT OF PLAT NO. 2 LEWIS TERMINALS, IN PLAT BOOK 27, PAGE 42 APPLY TO THIS SITE BUT HAS BEEN SUPERCEDED BY REPLAT.
 - ITEM 10: MATTERS SHOWN ON THE PLAT OF REPLAT OF PLAT OF SOLITRON, IN PLAT BOOK 44, PAGE 79 APPLY TO THIS SITE AS DEPICTED HEREON.
 - ITEM 11: THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN O.R.B. 442, PAGE 117 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 12: RESERVATIONS CONTAINED IN DEED BOOK 1523, PAGE 567 APPLY TO THIS SITE AS DEPICTED HEREON.
 - ITEM 13: THAT CERTAIN MORTGAGE IN O.R.B. 35211, PAGE 950; AS AFFECTED BY THAT CERTAIN ASSIGNMENT OF MORTGAGE IN O.R.B. 35328, PAGE 1784; AS AFFECTED BY THAT CERTAIN ASSIGNMENT OF MORTGAGE, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF DBGS 2024-SBL MORTGAGE IN O.R.B. 35328, PAGE 1779 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 14: ASSIGNMENT OF RENTS AND LEASES IN O.R.B. 35211, PAGE 981; AS AFFECTED BY ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS IN O.R.B. 35328, PAGE 1784; AS AFFECTED BY ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF DBGS 2024-SBL MORTGAGE IN O.R.B. 35328, PAGE 1800 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 15: UCC-1 (FINANCING STATEMENT) IN O.R.B. 35211, PAGE 996; AS AFFECTED BY ASSIGNMENT IN O.R.B. 35328, PAGE 1789; AS AFFECTED BY ASSIGNMENT RECORDED IN O.R.B. 35328, PAGE 1807 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 16: THAT CERTAIN UNRECORDED LEASE, AS EVIDENCED BY THAT CERTAIN LEASE AGREEMENT, IN O.R.B. 3745, PAGE 642; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE IN O.R.B. 8134, PAGE 1882; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE IN O.R.B. 9448, PAGE 104; AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF LEASE IN O.R.B. BOOK 31473, PAGE 1585 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 17: THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN WAIVER AND CONSENT IN O.R.B. 4738, PAGE 908 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
 - ITEM 18: THE TERMS, PROVISIONS, AND CONDITIONS CONTAINED IN THAT CERTAIN WAIVER AND CONSENT IN O.R.B. 4738, PAGE 1210 DO NOT APPLY TO THIS SITE.
 - ITEMS 19 & 20: NOT ADDRESSED.
 - THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS $\pm 0.2'$.
 - ALL RECORDED DOCUMENTS ARE PER PALM BEACH COUNTY PUBLIC RECORDS.

CERTIFICATION:
I HEREBY CERTIFY: THAT THIS MAP OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2651
- VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
- MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660
- STATE OF FLORIDA

5		
4		
3		
2		
1	REVIEWED TITLE COMMITMENT - 10/22/25	A.R.
NO.	REVISIONS	BY

LEASE PARCEL
1177 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404
(CITY OF RIVIERA BEACH, PALM BEACH COUNTY)



PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

BOUNDARY SURVEY

DRAWN BY: B.Q.
CHECKED BY: J.F.P.

SCALE: 1" = 30'
SURVEY DATE: 9/5/25

CLIENT: DALFEN INDUSTRIAL ACQUISITIONS, LLC
ORDER NO.: 74628 A



Planning and Zoning Division
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Phone: (561) 845-4060
Email: POC@rivierabeach.org

AFFIDAVIT OF INSTALLATION OF NOTIFICATION SIGNS

INSTRUCTIONS: To be completed by individual submitting application (property owner, petitioner with consent, or authorized agent).

Application Number and Name:

Date(s) of Public Hearing(s):

STATEMENT OF COMPLETENESS AND ACCURACY

In accordance with the requirements of Section 31-4 Public Notification Signs, of the Code of Ordinances of Riviera Beach, CUSHLA TALBUT, hereby certify that 1 Notification Signs, herein called Signs, for the above
Name of Person Number of Signs
 Application Number and Name have been posted/installed on the subject property under review for said Application located at: W Blue Heron Blvd.
Address/ Location of Signs

The Signs have been produced and meet the specifications of the requirements of the City of Riviera Beach, Zoning Division's Technical Manual. Posting/Installation of the Signs was completed on 9/30/2026, which was no less than
Date of Posting/ installation
 fifteen (15) days prior to the first public hearing listed above. Said signs have been posted in a manner which provides an unobstructed view and which allows for clear reading from the street(s) along W Blue Heron Blvd.
Insert Street Names

I will ensure that the Signs remain on the subject property, until the application has had a Final Development Order by the Hearing Officer, Planning and Zoning Board, or City Council or has been withdrawn by the Applicant. The Signs, in no case, shall remain on the subject property more than five (5) days following the Final Board Action. I understand that any knowingly false, inaccurate, or incomplete information provided by me will result in the denial, revocation, postponement, or administrative withdrawal of this application request.

Supportive Documents: Attached hereto as Attachment "A" is a complete list of all photographs of posted signs along the subject property.

Check (X) one: I am the ☐ property owner ☒ agent ☐ other _____.

CUSHLA TALBUT _____

(Name - type, stamp or print clearly)

(Signature)

GREENBERG TRAUIG, P.A. _____ 401 E Las Olas Blvd., Suite 2000, Fort Lauderdale, FL 33301

(Name of Firm)

(Address, City, State, Zip)

NOTARY PUBLIC INFORMATION:

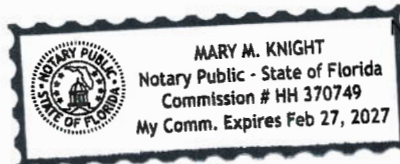
**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 5th day of October, 2026 by

Cushla Talbut _____ He/she is personally known to me or has produced _____
 (Name of person acknowledging) (Type of identification)

as identification and did/did not take an oath (circle correct response) Mary M. Knight
 (Name - type, stamp or print clearly) (Signature)

My Commission Expires on: _____





Planning and Zoning Division
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Phone: (561) 845-4060
Email: POC@rivierabeach.org

AFFIDAVIT OF MAILED NOTICE

INSTRUCTIONS: To be completed by individual submitting application (property owner, petitioner with consent, or authorized agent).

Application Number and Name: AB-26-0004 (PL) Request for Abandonment of Right-of-Way

Date(s) of Public Hearing(s): October 15, 2026

STATEMENT OF COMPLETENESS AND ACCURACY

In accordance with the requirements of Section 31-4 Public Notification Signs, of the Code of Ordinances of Riviera Beach, Christina Mathews, hereby certify that Public Notifications, for the above Application Number and Name have been mailed to the property owners within a 300 foot radius of the subject property PCN: 56-43-42-29-26-003-0020 as obtained from the Palm Beach County Property Appraiser's Office on, September 23, 2026. The Public Notifications were mailed on, September 25, 2026, which is at least fifteen (15) days prior to the meeting date.

Supportive Documents: Attached hereto is the 300 foot radius map and property ownership list.

Check (X) one: I am the ☐ property owner ☒ agent ☐ other

Christina Mathews

(Name - type, stamp or print clearly)

Cutro & Associates

(Name of Firm)

(Signature)

1025 Yale Drive, Hollywood, FL 33021

(Address, City, State, Zip)

NOTARY PUBLIC INFORMATION:

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 25 day of September, 2026 by

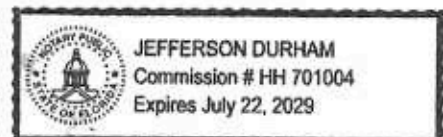
Christina Mathews He/she is personally known to me or has produced _____
(Name of person acknowledging) (Type of identification)
as identification and did/did not take an oath (circle correct response)

Jefferson Durham
(Name - type, stamp or print clearly)

(Signature)

My Commission Expires on: 7-22-29

NOTARY'S SEAL OR STAMP





City of Riviera Beach

To: Chairperson, and Planning and Zoning Board Members

From: Juan David Suarez, Principal Planner

Through: Clarence L. Sirmons, Director of Development Services, AICP

Subject: **An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the code of ordinances, chapter 31, entitled “Zoning,” section 31-542, to rename the section “Accessory Dwelling Units, Accessory Uses, Buildings, and Structures Permitted”; establishing regulations for accessory dwelling units (ADUs), including standards governing applicability, number of units, size, location, setbacks, height, design, parking, ownership, subdivision, utilities, and life-safety requirements; reorganizing the existing regulations governing accessory uses, buildings, and structures; providing for conflicts; providing for severability; providing for codification; providing for an effective date; and for other purposes.**

Date: October 15, 2026

CC: General Public

Background:

The City of Riviera Beach currently regulates accessory uses, buildings, and structures through Section 31-542 of the Land Development Regulations; however, the Code does not contain a specific regulatory framework for Accessory Dwelling Units (ADUs). As housing needs, household sizes, and living arrangements continue to change, staff has identified the need for clear standards that would allow an accessory dwelling on qualifying single-family residential properties while maintaining the character and development pattern of existing neighborhoods.

An ADU is a smaller, secondary dwelling located on the same property as a principal single-

family residence. It contains independent living facilities, including a kitchen, bathroom, and sleeping area, and may be located within the principal residence, attached to it, above or within an accessory structure, or within a separate detached structure on the same lot.

The proposed amendment is also consistent with the City's broader housing policies. The Housing Element of the Comprehensive Plan identifies the need to diversify the City's housing stock, increase workforce and affordable housing opportunities, and use the City's land development regulations to support the production of housing that responds to the needs of Riviera Beach residents. The Housing Element also supports infill development and neighborhood stabilization as tools for increasing housing opportunities within established areas of the City. Housing Element

More specifically, the Riviera Beach Housing for All Action Plan identifies permitting Accessory Dwelling Units as a high-priority planning and regulatory action. The Action Plan recommends allowing ADUs on single-family properties without counting them as additional density and specifically identifies Section 31-542 of the Land Development Code for amendment. It further recommends that ADUs remain subject to development standards addressing matters such as setbacks, impervious area, and architectural design.

ADUs provide one such strategy by allowing additional housing to be created within existing residential neighborhoods and on properties that are already served by streets, utilities, and other public infrastructure. Because an ADU is secondary to an existing single-family residence, it can add housing incrementally without requiring the scale of redevelopment associated with a new subdivision or large multifamily project.

ADUs can also provide flexibility for individual households. Depending on the needs of the property owner, an ADU may provide housing for an aging parent, adult child, caregiver, extended family member, or tenant while allowing the principal residence to remain the primary use of the property. Where rented, an ADU may also provide supplemental income to the property owner while adding a smaller housing option to the City's overall housing supply.

Staff recognizes that allowing an additional dwelling on a single-family property must be balanced with the need to protect surrounding properties and maintain established neighborhood character. For this reason, the proposed amendment does not simply permit an additional unit without limitations. Instead, it creates specific standards governing the number of ADUs permitted, maximum size, location, setbacks, height, architectural compatibility, parking, ownership, utilities, and relationship to the principal dwelling.

The proposed amendment therefore implements an identified housing strategy from the City's Housing for All Action Plan while also advancing the broader housing and neighborhood objectives contained in the Comprehensive Plan. The intent is to provide an additional small-

scale housing option in a controlled manner that increases housing opportunities while maintaining reasonable protections for existing single-family neighborhoods.

City Goals:

The Citywide goal is to build great neighborhoods.

Fiscal/Budget Impact:

None

Recommendation:

Staff recommends that the Planning and Zoning Board forward a recommendation of approval of this text amendment to City Council.

Attachments:

1. [Staff Report - ADU](#)
2. [Accessory Dwelling Units Language](#)



Development Services Department

Web: www.rivierabch.com

Office: 561-845-4060

CITY OF RIVIERA BEACH STAFF REPORT

ORDINANCE NUMBER:

PROJECT: **Accessory Dwelling Unit Text Amendment**

REQUEST: **Zoning Text Amendment – Section 31-542**

An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the code of ordinances, chapter 31, entitled “Zoning,” section 31-542, to rename the section “Accessory Dwelling Units, Accessory Uses, Buildings, and Structures Permitted”; establishing regulations for accessory dwelling units (ADUs), including standards governing applicability, number of units, size, location, setbacks, height, design, parking, ownership, subdivision, utilities, and life-safety requirements; reorganizing the existing regulations governing accessory uses, buildings, and structures; providing for conflicts; providing for severability; providing for codification; providing for an effective date; and for other purposes.

A Zoning Text Amendment Request

Proposed amendment to **Section 31-542 of Chapter 31 – Zoning** to establish regulations for **Accessory Dwelling Units (ADUs)** and reorganize the existing regulations governing accessory uses, buildings, and structures.

Request

The proposed zoning text amendment would amend **Section 31-542** of the City of Riviera Beach Code of Ordinances by renaming the section “**Accessory dwelling units, accessory uses, buildings, and structures permitted**” and adding specific standards governing Accessory Dwelling Units.

The proposed regulations establish where ADUs may be permitted, the number allowed per lot, minimum and maximum size, setbacks, height, design, parking, ownership, and utility requirements. The amendment also retains and reorganizes the existing standards applicable to accessory uses, buildings, and structures within the same section.

A. Background and Purpose

The proposed amendment creates a specific regulatory framework for Accessory Dwelling Units within Section 31-542. An ADU is defined in the proposed language as a secondary dwelling unit containing independent living facilities, including a kitchen, bathroom, and sleeping area, located within, attached to, or on the same lot as a principal single-family dwelling.

The purpose of the amendment is to establish clear development standards for ADUs while maintaining their accessory relationship to the principal residence. The proposed language states that ADUs are intended to provide additional housing opportunities where appropriate while preserving the character, stability, and development pattern of existing residential neighborhoods. The regulations also require an ADU to remain subordinate to the principal dwelling and compatible with surrounding residential development.

Under the proposed amendment, an ADU may be located within the principal dwelling, attached to the principal dwelling, above or within a detached garage or accessory structure, or within a separate detached structure on the same lot. An ADU may only be established on a lot containing, or being developed at the same time as, a principal single-family dwelling.

B. Summary of Proposed Regulations

1. Applicability and Number of ADUs

The proposed amendment would permit ADUs as an accessory use to a single-family dwelling in residential zoning districts where single-family dwellings are permitted.

No more than one ADU per lot would be allowed. The proposed language also provides that an ADU would not be counted as a separate dwelling unit when calculating maximum residential density.

2. Size

The proposed regulations establish both minimum and maximum ADU sizes.

An ADU would be required to contain at least 400 square feet of habitable floor area. The maximum size would be limited to:

- **800 square feet; or**
- **60 percent of the habitable floor area of the principal dwelling.**

The ADU must remain subordinate to the principal residence in size, scale, location, and appearance.

3. Location and Setbacks

Detached ADUs would be required to be located to the rear or side of the principal dwelling and could not be placed closer to the front property line than the principal residence.

A minimum **10-foot separation** would be required between a detached ADU and the principal dwelling.

For a **single-story detached ADU**, the proposed minimum setbacks are:

- Side setback: **5 feet**
- Rear setback: **5 feet**

For a detached ADU greater than one story, the proposed minimum setbacks increase to:

- Side setback: **7.5 feet**
- Rear setback: **10 feet**

ADUs would also be prohibited from being located within easements, required drainage areas, landscape buffers, or visibility triangles.

4. Height

A detached ADU would be limited to two stories or the height of the principal dwelling, whichever is less.

The amendment also requires rooftop decks, balconies, and upper-story exterior stairs to be located and designed to reduce direct views into neighboring residential yards.

5. Design and Neighborhood Compatibility

The proposed amendment requires the ADU to be architecturally compatible with the principal dwelling. Compatibility may be demonstrated through similar or complementary building materials, roof design, windows, trim, building color, and architectural detailing.

The ADU may not be designed to appear as a separate principal residence when viewed from the street. For detached ADUs, the primary entrance would generally be directed toward the interior of the lot, side or rear yard, alley, or courtyard rather than toward the

street. The proposed standards are intended to maintain the appearance of a single-family residential property from the public right-of-way.

C. Parking

The proposed amendment does not automatically require a separate additional parking space for an ADU.

Instead, the property owner must demonstrate to the satisfaction of the Development Services Director that the property can accommodate a minimum of three vehicles on-site. Existing driveways, garages, carports, circular driveways, and similar areas may be considered when determining available parking capacity.

Parking may not obstruct sidewalks, public rights-of-way, drainage areas, or create a public safety concern.

D. Ownership and Subdivision

The proposed amendment requires the ADU and principal dwelling to remain under common ownership.

An ADU could not be:

- sold separately from the principal dwelling;
- subdivided from the principal property;
- converted to a condominium; or
- otherwise established as a separate ownership interest.

These provisions maintain the ADU as an accessory component of the principal residential property rather than allowing it to become a separate legal lot or ownership unit.

E. Utilities and Life-Safety Requirements

An ADU may connect to the water, sewer, electric, and other utility systems serving the principal dwelling, subject to applicable utility-provider and building-code requirements.

Separate utility meters would only be permitted where required by the utility provider, building code, or other applicable law. ADUs would also remain subject to applicable floodplain, building, fire, utility, and life-safety requirements.

F. Accessory Uses, Buildings, and Structures

The amendment also reorganizes the existing accessory-use provisions under a separate subsection within Section 31-542.

Accessory uses, buildings, and structures would continue to be required to remain on the same lot as the principal use and to remain incidental and subordinate to that principal use. Existing standards addressing location, height, rear-yard coverage, rear setbacks, and separation from easements are retained within the reorganized section.

G. Staff Analysis

The proposed amendment establishes a defined approval framework for ADUs rather than addressing them through the general accessory-use provisions alone. The amendment identifies specific standards that can be applied during zoning and building review, including permitted location, size, setbacks, height, parking capacity, design, ownership, and utility requirements.

The proposed regulations maintain the relationship between the ADU and the principal single-family residence by limiting each property to one ADU, restricting the ADU's size relative to the principal dwelling, requiring common ownership, prohibiting separate sale or subdivision, and requiring the ADU to remain visually subordinate to the principal residence.

The proposed setback and height standards distinguish between one-story and multi-story detached ADUs. Multi-story units are subject to greater side and rear setbacks, while all detached ADUs must maintain separation from the principal dwelling and avoid easements, drainage areas, required landscape buffers, and visibility triangles. These standards provide measurable criteria for administrative review of individual ADU applications.

The proposed parking provision uses an on-site capacity standard rather than requiring construction of a dedicated additional parking space. An applicant would be required to demonstrate that at least three vehicles can be accommodated on the property without blocking sidewalks, rights-of-way, drainage areas, or creating a safety issue.

The amendment also establishes design standards intended to maintain the existing single-family appearance of the property from the street while allowing ADUs in several physical configurations, including internal, attached, garage-based, and detached units.



Development Services Department

Web: www.rivierabch.com

Office: 561-845-4060

Draft Regulating Language

Sec. 31-542. Accessory dwelling units, accessory uses, buildings, and structures permitted.

A. Purpose and intent.

1. The purpose of this section is to establish standards for accessory dwelling units, accessory uses, accessory buildings, and accessory structures that are customarily incidental and subordinate to the principal use or principal building located on the same lot.
2. It is the intent of this section to allow accessory uses, buildings, structures, and accessory dwelling units in a manner that supports the reasonable use of property, provides additional housing opportunities where appropriate, and preserves the character, stability, and development pattern of existing residential neighborhoods.
3. Accessory dwelling units shall be designed and located so that they remain clearly incidental and subordinate to the principal dwelling and compatible with surrounding residential development.

B. Definitions.

1. **Accessory dwelling unit:** An ancillary or secondary dwelling unit that contains independent living facilities, including a kitchen, bathroom, and sleeping area, and that is located either within the principal dwelling, attached to the principal dwelling, above or within an accessory structure, or within a detached structure on the same lot as the principal dwelling.
2. **Accessory building:** A subordinate building located on the same lot as the principal building, the use of which is customarily incidental to the principal use or principal building.
3. **Accessory structure:** A subordinate structure located on the same lot as the principal building or principal use, the use of which is customarily incidental to the principal use or principal building.
4. **Accessory use:** A use located on the same lot as the principal use and customarily incidental and subordinate to the principal use.
5. **Principal dwelling:** The primary single-family dwelling is located on the lot.
6. **Principal use:** The main use of land or structures is located on a lot.

C. Accessory dwelling units.

1. Applicability.

- a. Accessory dwelling units shall be permitted as accessory use to a single-family dwelling in residential zoning districts where single-family dwellings are permitted.
- b. An accessory dwelling unit may be located:
 - i. Within the principal dwelling;
 - ii. Attached to the principal dwelling;
 - iii. Above or within a detached garage or accessory structure; or
 - iv. Within a detached structure located on the same lot as the principal dwelling.
- c. An accessory dwelling unit shall not be permitted on a lot that does not contain, or is not being developed concurrently with, a principal single-family dwelling.
- d. Accessory dwelling units shall not be counted as separate dwelling units for purposes of calculating maximum residential density.

2. Number permitted.

- a. No more than one accessory dwelling unit shall be permitted per lot.

3. Maximum size.

- a. The habitable floor area of an accessory dwelling unit shall not be more than:
 - i. 800 square feet; or
 - ii. 60 percent of the habitable floor area of the principal dwelling.
- b. The minimum habitable floor area of an accessory dwelling unit shall be 400 square feet.
- c. The accessory dwelling unit shall remain subordinate to the principal dwelling in size, scale, location, and appearance.

4. Location and setbacks.

- a. A detached accessory dwelling unit shall be located to the rear or side of the principal dwelling and shall not be located closer to the front property line than the principal dwelling.
- b. A detached accessory dwelling unit shall provide a minimum separation of 10 feet from the principal dwelling.
- c. Detached single-story accessory dwelling units shall provide:
 - i. Minimum side setback: five feet;
 - ii. Minimum rear setback: five feet.
- d. Detached accessory dwelling units greater than one story shall provide:

- i. Minimum side setback: seven and one-half feet;
- ii. Minimum rear setback: ten feet.
- e. No accessory dwelling unit shall be located within an easement, required drainage area, required landscape buffer, or required visibility triangle.
- f. Accessory dwelling units shall comply with all applicable floodplain, building, fire, utility, and life-safety requirements.

5. Height.

- a. A detached accessory dwelling unit shall not exceed two stories or the height of the principal dwelling, whichever is less.
- b. Rooftop decks, balconies, and upper-story exterior stairs shall be designed and located to minimize direct views into adjacent residential yards.

6. Design and compatibility Standards.

- a. The accessory dwelling unit shall be architecturally compatible with the principal dwelling.
- b. Compatibility may be demonstrated through similar or complementary:
 - i. Exterior wall materials;
 - ii. Roof form, pitch, and materials;
 - iii. Window proportions and placement;
 - iv. Door and window trim;
 - v. Building color;
 - vi. Architectural style and detailing.
- c. The accessory dwelling unit shall not be designed to appear as a separate principal dwelling from the street.
- d. For detached accessory dwelling units, the primary entrance shall be oriented toward the interior of the lot, side yard, rear yard, alley, or courtyard area, unless another orientation is approved by the Development Services Director based on site conditions.
- e. Exterior stairways serving an upper-level accessory dwelling unit shall not be located along the front façade of the principal dwelling unless screened or architecturally integrated.
- f. The design shall preserve the single-family residential character of the property as viewed from the public right-of-way.

7. Parking.

- a. No additional parking space shall be required for an accessory dwelling unit when the applicant demonstrates, to the satisfaction of the Development Services Director, that the

property has adequate on-site parking capacity to accommodate a minimum of three vehicles.

b. Existing driveways, garages, carports, circular driveways, or similar areas may be considered when determining whether adequate on-site parking capacity exists.

c. Parking shall not obstruct sidewalks, public rights-of-way, drainage areas, or create a public safety concern.

8. Ownership and subdivision.

a. The accessory dwelling unit and principal dwelling shall remain under common ownership.

b. An accessory dwelling unit shall not be sold separately from the principal dwelling.

c. No accessory dwelling unit shall be subdivided, condominiumized, or otherwise converted into a separate parcel or separate ownership interest.

9. Utilities.

a. An accessory dwelling unit may connect to the existing water, sewer, electric, and other utility connections serving the principal dwelling, subject to utility provider and building code requirements.

b. Separate utility meters may be permitted only where required by the utility provider, building code, or other applicable law.

D. Accessory uses, buildings, and structures.

1. Uses permitted.

a. Those uses which, because of their nature, do not warrant a separate zoning district, and buildings or structures customarily incidental or subordinate to the principal use or building and located on the same lot, are permitted uses.

~~(b) Property development standards.~~

2. Location.

a. All accessory uses, buildings, and structures shall be located on the same lot as the principal or main use and shall not be located within any required yard setback, except as provided in this chapter.

3. Height.

a. No accessory use, building, or structure shall exceed the height permitted in the district in which the principal use is located.

4. Use.

a. Such accessory building shall not be rented or otherwise used as a separate unit.

5. Rear yard coverage.

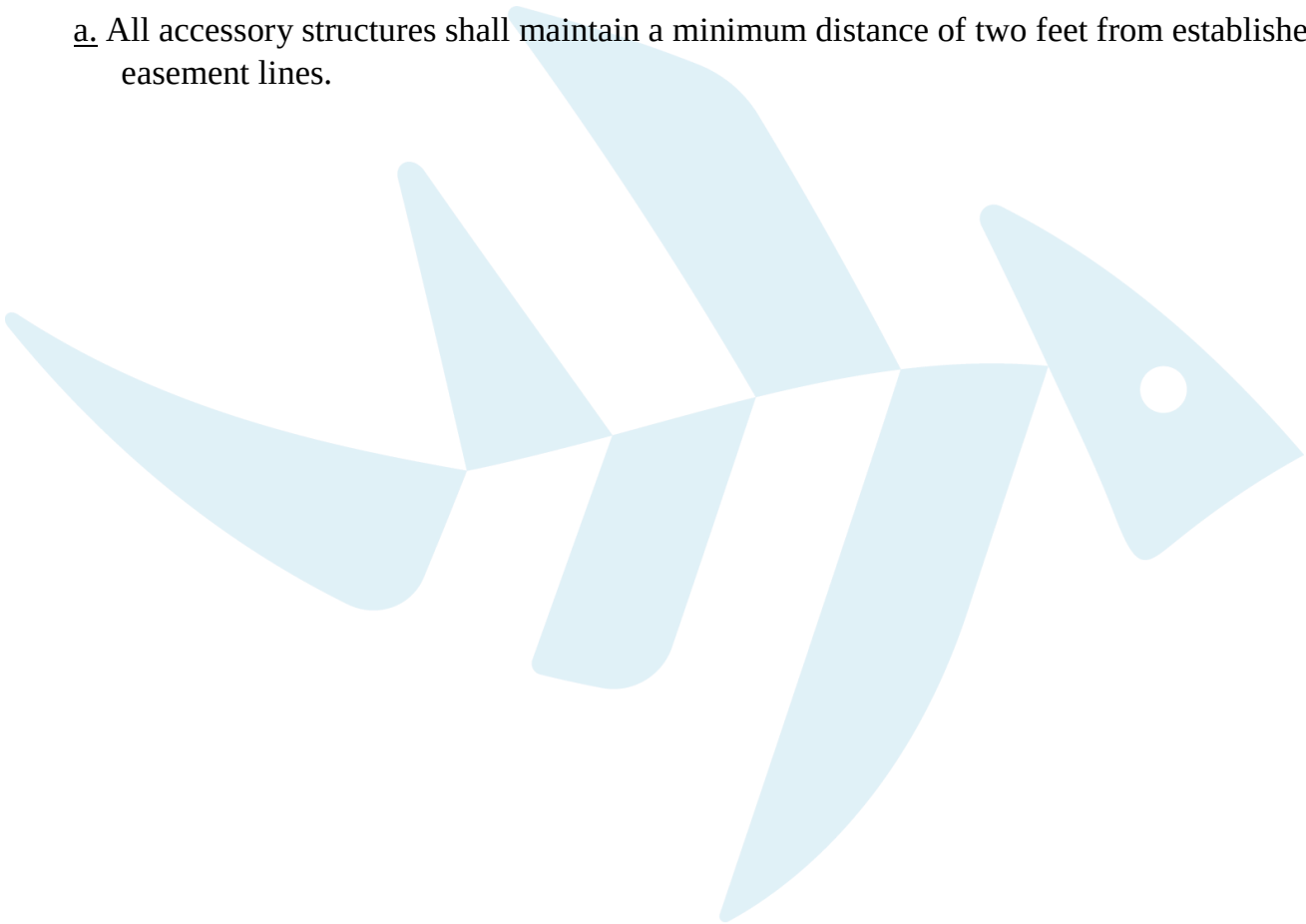
- a. ~~Other.~~ An accessory building may occupy not more than 30 percent of a ~~required~~ the
Provided rear yard.

6. Rear setback.

- a. No accessory building shall be erected closer than five feet to the line of the abutting lot to the rear.

7. Easements.

- a. All accessory structures shall maintain a minimum distance of two feet from established easement lines.





City of Riviera Beach

To: Chairperson, and Planning and Zoning Board Members

From: Juan David Suarez, Principal Planner

Through: Clarence L. Sirmons, Director of Development Services, AICP

Subject: **An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending chapter 31 (Zoning) of the City of Riviera Beach code of ordinances, specifically sections governing Nonconforming Lots and Structures within the RS-6, RS-8, RD-15, and RM-15 zoning districts, in order to establish development standards for legally created narrow lots of record; providing for reduced side yard setbacks for lots with a minimum width of twenty-five (25) feet; providing for severability, codification, and an effective date.**

Date: October 15, 2026

CC: General Public

Background:

The City of Riviera Beach contains a number of existing lots of record that were legally created before the adoption of the City's current zoning standards. Many of these parcels are approximately twenty-five (25) feet in width and are located between or adjacent to already developed properties within established residential neighborhoods. Because these lots were created under earlier subdivision patterns, their dimensions do not always meet the minimum lot width and setback requirements that apply under the City's current zoning regulations.

The affected zoning districts—including RS-6, RS-8, RD-15, and RM-15—currently recognize nonconforming lots of record and allow them to be developed under certain circumstances. However, development on these lots must still comply with the standard yard

and setback requirements of the applicable zoning district. In practice, these requirements can significantly limit or prevent development of narrow lots.

For example, the RS-6 district requires a minimum lot width of 60 feet, while the RS-8, RD-15, and RM-15 districts generally require a minimum width of 50 feet for single-family development. When these dimensional requirements are applied to an existing 25-foot-wide parcel, together with required side setbacks of approximately seven feet or more, the remaining buildable width may be too narrow to accommodate a practical residential structure.

As a result, some legally established parcels remain vacant or underutilized even though they are located within areas that are already developed and served by existing streets, utilities, and public services. In many cases, these properties exist as gaps between established homes and otherwise have limited development potential under the current zoning standards.

The proposed text amendment is intended to address this condition by establishing development standards specifically for these existing narrow lots. Rather than applying the same dimensional standards required for larger conforming parcels, the amendment would provide a more practical framework that allows qualifying lots of record to be developed while continuing to regulate setbacks, building placement, parking, access, landscaping, and building design.

The amendment is not intended to create new narrow lots or encourage the subdivision of existing properties into undersized parcels. Instead, it is intended to address lots that already legally exist and currently have limited or no reasonable development opportunity because of their width and the application of current zoning standards.

Allowing these existing parcels to accommodate residential development may also provide additional infill housing opportunities within established neighborhoods. Because the lots are already part of the City's existing development pattern, their use for appropriately scaled residential construction can make better use of existing infrastructure and provide opportunities for smaller and potentially more affordable housing without requiring expansion into undeveloped areas.

Staff also recognizes that allowing development on narrow parcels requires appropriate safeguards to ensure that new construction remains compatible with surrounding properties. For that reason, the proposed amendment includes standards addressing building scale and placement, street-facing design, parking and access, exterior materials, and landscaping. These requirements are intended to allow reasonable use of existing lots while maintaining neighborhood character and avoiding building forms that would be disproportionate to the lot or inconsistent with surrounding development.

Overall, the proposed amendment provides a targeted solution for existing nonconforming lots of record that are difficult to develop under the current zoning regulations. The amendment would create a clear and predictable path for residential infill while maintaining development and design standards intended to protect surrounding properties and the character of existing neighborhoods.

City Goals:

The Citywide goal is to build great neighborhoods.

Fiscal/Budget Impact:

None

Recommendation:

Staff recommends that the Planning and Zoning Board forward a recommendation of approval of this text amendment to City Council.

Attachments:

1. [Staff Report v2](#)
2. [ARTICLE VI SUPPLEMENTAL DISTRICT REGULATIONS v2](#)
3. [DIVISION 3 - RS 6 SINGLE FAMILY DWELLING DISTRICT](#)
3. [DIVISION 4 - RS 8 SINGLE FAMILY DWELLING DISTRICT](#)
5. [DIVISION 5 - RD 15 TWO FAMILY DWELLING DISTRICT](#)
6. [DIVISION_7.___RM_15_MULTIFAMILY_DWELLING_DISTRICT \(1\).docx](#)



Development Services Department

Web: www.rivierabch.com

Office: 561-845-4060

CITY OF RIVIERA BEACH STAFF REPORT

TEXT AMENDMENT – NONCONFORMING LOTS (MULTIPLE DISTRICTS)

An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending Chapter 31 (Zoning) of the City of Riviera Beach Code of Ordinances, specifically Sections governing Nonconforming Lots and Structures within the RS-6, RS-8, RD-15, and RM-15 zoning districts, in order to establish development standards for legally created narrow lots of record; providing for reduced side yard setbacks for lots with a minimum width of twenty-five (25) feet; providing for severability, codification, and an effective date.

Applicant and Request:

The City of Riviera Beach Development Services Department is proposing a **text amendment to Chapter 31 – Zoning** to address nonconforming lots of record across multiple residential zoning districts, including:

- RS-6 Single-Family Dwelling District
- RS-8 Single-Family Dwelling District
- RD-15 Two-Family Dwelling District
- RM-15 Multifamily Dwelling District

The proposed amendment would revise the **nonconforming lot provisions within each district** to allow development of legally created lots of record with a minimum width of twenty-five (25) feet by establishing **reduced side yard setbacks**, while maintaining all other applicable development standards.

A. Background and Justification

The City of Riviera Beach contains numerous existing parcels that were legally subdivided prior to the adoption of current zoning regulations. Many of these parcels, including lots measuring approximately twenty-five (25) feet in width, are located between or adjacent to already developed properties and exist across multiple zoning districts throughout the City. Because of their existing size and configuration, some of these lots have limited development options under current zoning standards. The proposed amendment is intended to provide a reasonable development opportunity for these existing lots while maintaining applicable development, building, and safety standards.

The proposed amendment would allow these existing lots to be used for new housing opportunities, including more affordable housing options, where development can otherwise meet applicable City requirements.

Each of the applicable zoning districts—RS-6, RS-8, RD-15, and RM-15—currently contains provisions allowing development on nonconforming lots of record. However, these provisions require compliance with standard yard setbacks, which effectively prevents the development of narrow lots.

For example:

- RS-6 requires a **minimum lot width of 60 feet**
- RS-8 and RD-15 require a **minimum width of 50 feet**
- RM-15 also requires a **minimum width of 50 feet for single-family use**

Additionally, required side setbacks of approximately **7 feet or further** reduce the buildable area.

When applied to a 25-foot-wide lot, these standards result in a buildable width that is insufficient for a functional residential structure.

As a result, these parcels remain:

- Vacant
- Underutilized
- Non-productive

B. Purpose of the Amendment

The purpose of this amendment is to:

- Allowing the reasonable development of legally existing narrow lots of record
- Provide a consistent regulatory approach across multiple zoning districts
- Remove dimensional constraints that prevent development
- Promote infill residential development
- Support the City's economic development objectives
- Creating new potential opportunities for new affordable housing projects

The amendment is specifically limited to existing lots of record and does not allow the creation of new substandard lots.

C. Planning Analysis

The proposed amendment introduces a targeted modification to side yard setbacks within the nonconforming lot provisions of each applicable zoning district.

Rather than altering the underlying zoning standards, this approach:

- maintains existing district intent
- preserves neighborhood character
- provides flexibility only where needed

The reduced side setback allows for a functional building envelope while maintaining separation between structures.

All other development standards—including:

- front setbacks
- rear setbacks
- building height
- minimum floor area remains unchanged.

This ensures that new development is compatible with surrounding properties while enabling the use of previously undevelopable land.

D. Economic Development Analysis

From an economic development perspective, the proposed amendment represents an opportunity to **activate underutilized land and increase the City's tax base.**

Currently, narrow vacant parcels generate minimal economic activity and limited tax revenue. Allowing development on these lots enables:

- Increased property values
- Expansion of the municipal tax base
- Private investment in residential construction
- Job creation in construction and related industries

Additionally, this type of infill development:

- utilizes existing infrastructure
 - requires minimal public investment
 - supports long-term neighborhood revitalization
-

E. Architectural and Design Considerations

As part of the evaluation of this amendment, staff reviewed examples of residential development on narrow lots from comparable markets, as illustrated in the presentation materials. These examples demonstrate that high-quality, well-designed homes can be successfully developed on narrow parcels when appropriate design considerations are incorporated.

The reviewed examples show that narrow lot development does not inherently result in substandard construction or incompatible building forms. Rather, when properly designed, these homes can contribute positively to the character of a neighborhood by providing:

- Well-proportioned building massing
- Strong street presence and façade articulation
- High-quality exterior materials
- Functional and attractive residential layouts

The examples presented illustrate homes that maintain a cohesive architectural character, incorporate windows and façade variations, and utilize durable materials that enhance the overall visual quality of the development.

Staff recognizes that without appropriate standards, narrow lot development could result in structures that are disproportionate or inconsistent with surrounding neighborhoods.

Therefore, the proposed amendment is intended to be implemented in conjunction with basic design and building considerations that ensure quality development outcomes.

These considerations include:

- Maintaining appropriate building proportions relative to lot width
- Ensuring the primary structure presents a strong and consistent frontage along the street
- Avoiding blank or featureless façades
- Utilizing durable and visually appropriate exterior materials
- Providing adequate parking and access
- Incorporating landscaping elements to enhance the streetscape

The proposed amendments address these concerns by establishing development standards specifically intended for existing narrow lots. The standards allow these lots to be developed while still regulating the size, placement, and appearance of the principal structure so that the building remains proportionate to the lot and compatible with surrounding development. The amendments also include requirements addressing the building frontage and street-facing façade to ensure that new homes contribute positively to the existing streetscape rather than presenting blank or poorly designed elevations.

In addition, the proposed standards address parking and access so that development of a narrow lot does not create unsafe conditions or unnecessary impacts within the public right-of-way. Landscaping and exterior design requirements are also incorporated to provide appropriate screening, improve the appearance of the property, and help new construction fit within the surrounding neighborhood.

By addressing building design, site layout, parking, access, and landscaping together, the amendment provides a path for these existing narrow lots to be developed for housing while maintaining reasonable development standards and compatibility with neighboring properties. From a planning and economic development perspective, the ability to produce high-quality housing on previously undevelopable parcels represents a significant opportunity to:

- Improve neighborhood aesthetics
- Increase property values
- Encourage private investment
- Reinforce community character

The visual examples provided demonstrate that, when guided by appropriate standards, narrow lot development can achieve outcomes that are not only compatible with existing neighborhoods, but also enhance them.



F. Housing and Community Impact

The proposed amendment supports incremental increases in housing supply through **infill development** within established neighborhoods.

This approach allows for:

- development of existing parcels
- reduction of vacant land
- improved neighborhood continuity

Importantly, this amendment does not introduce large-scale redevelopment or significant increases in density but rather enables the completion of existing neighborhood patterns.

G. Consistency Across Zoning Districts

The proposed amendment ensures a uniform approach to nonconforming lots across multiple residential zoning districts.

Currently, each district contains separate provisions for nonconforming lots:

- RS-6 – Sec. 31-141
- RS-8 – Sec. 31-161
- RD-15 – Sec. 31-181
- RM-15 – references RS-8 provisions

This amendment aligns these provisions by introducing consistent standards for narrow lots of record throughout the City.

H. Staff Analysis and Recommendation

Staff Analysis:

The proposed amendment provides a targeted and practical solution to a known limitation within the City's zoning code.

It aligns with:

- sound planning principles
- efficient land use practices

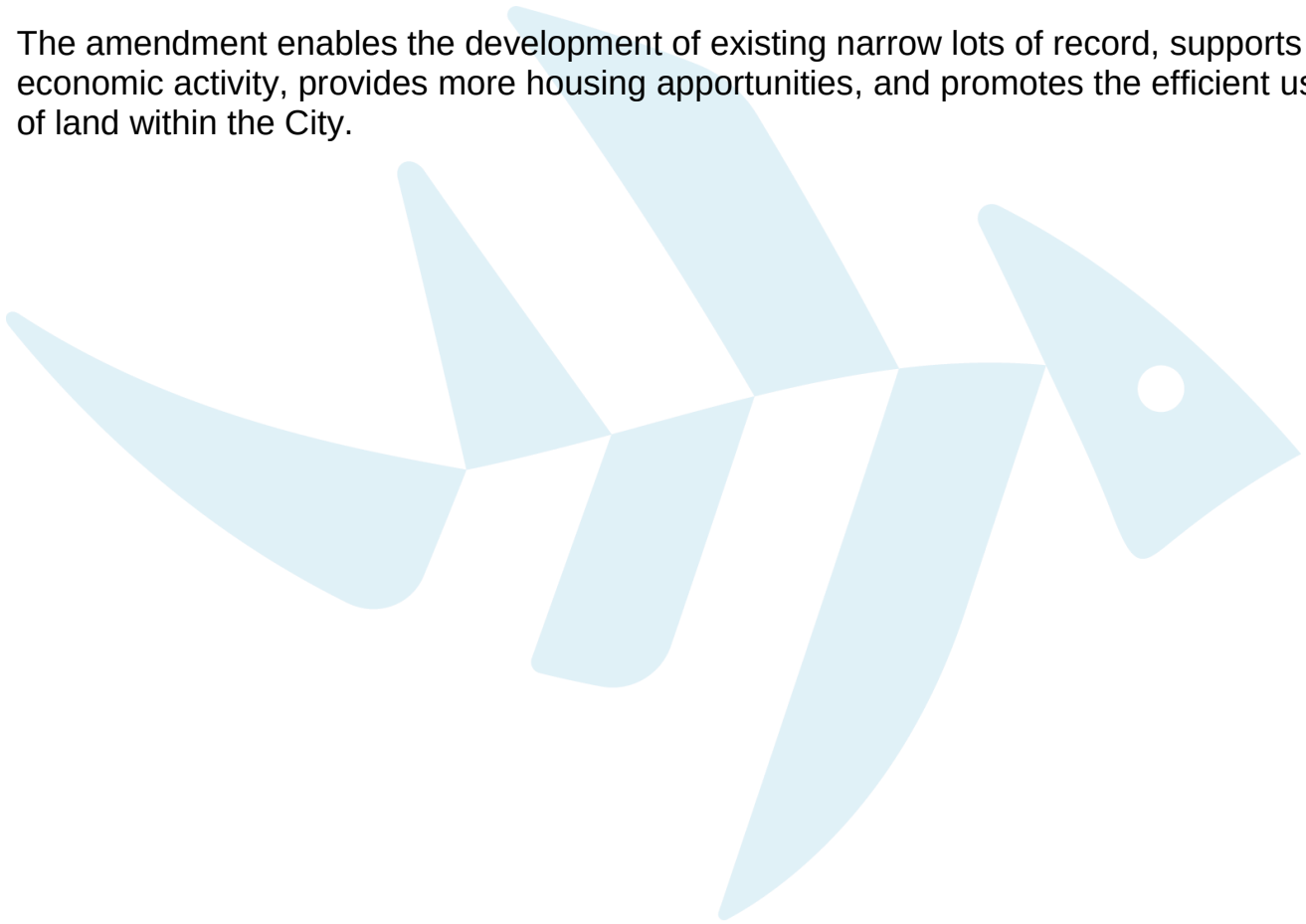
- economic development objectives

while maintaining the integrity of existing zoning districts.

Recommendation:

Staff recommends approval of the proposed text amendment to Chapter 31, revising the nonconforming lot provisions within the RS-6, RS-8, RD-15, and RM-15 zoning districts.

The amendment enables the development of existing narrow lots of record, supports economic activity, provides more housing opportunities, and promotes the efficient use of land within the City.



ARTICLE VI. SUPPLEMENTAL DISTRICT REGULATIONS

Sec. 31-541. General application.

The requirements or regulations in this article qualify or supplement as the case may be the district regulations or requirements appearing elsewhere in this chapter.

(Ord. No. 2152, § 3(B)(23.AA-24), 3-17-82)

Sec. 31-542. Accessory uses, buildings and structures permitted.

- (a) *Uses permitted.* Those uses which because of their nature do not warrant a separate zoning district, and buildings or structures customarily incidental or subordinate to the main use or building and located on the same lot, are permitted uses.
- (b) *Property development standards.*
 - (1) Location. All accessory uses, buildings and structures shall be located on the same lot as the principal or main use and not within any required yard setbacks, except as provided in this chapter.
 - (2) Height. No accessory use, building or structure shall exceed the height permitted in the district in which the principal use is located.
 - (3) Use. Such accessory building shall not be rented or otherwise used as a separate unit.
 - (4) Other. An accessory building may occupy not more than 30 percent of a required rear yard.
 - (5) No accessory building shall be erected closer than five feet to the line of the abutting lot to the rear.
 - (6) All accessory structures must maintain a minimum distance of two feet from established easement lines.

(Ord. No. 2152, § 3(B)(23.AA-24.I), 3-17-82)

Sec. 31-543. Churches.

A church building is defined as an enclosed structure for public or semipublic religious worship and, when permitted, must meet the following requirements:

- (1) The minimum size plot of land shall be not less than 20,000 square feet in area and 100 feet in width.
- (2) Side yards shall be not less than 20 feet in residential districts and front and rear yards shall be not less than specified for the zoning district. No parking areas or driveways shall be permitted within five feet of a property line abutting residential zoned property.
- (3) Accessory buildings and uses may include offices of the church, church school or kindergarten, library, meeting rooms, residential structures for resident employees of the church, and others which are incidental to the operation of the church. Accessory buildings and uses shall be located on the same plot of land consisting of parcels contiguous to or across an alley, unless otherwise permitted in the zoning district.

-
- (4) Parking lots to serve the church may be permitted on noncontiguous plots of land located within 400 feet of the church plot.

- (5) a. There shall be a minimum of 500 feet between a proposed church and existing churches.

- b. There shall be a minimum of 500 feet between a proposed church and existing bars or package stores.

These distances shall be measured along the route of ordinary pedestrian travel from the main front entrance of the proposed church to the main front entrance of an existing church, bar or package store.

- (6) Each application for a new church shall include written justification of the need for the proposed church at the requested location. This justification shall include at least the following information:

- a. The number of members in the church.
b. A geographic breakdown of the church membership by zip code.
c. The types of services to be offered by the church.
d. Any other reasonable requirements made by the planning and zoning board or city council.

- (7) A proposed church that abuts residentially-zoned property shall construct a six-foot-high, finished masonry wall along the property line that abuts the residential property. This wall shall not be required in front-yard setback areas.

- (8) The city council reserves the right to limit the hours of operation for any new church that is located in a residential zoning district.

- (9) Storefront churches as defined in section 31-1 are not required to comply with the regulations in subsections 31-543(1) or (2). Church offices and meeting rooms are permitted in storefront churches, but the other accessory uses listed in § 31-543(3) are not permitted.

(Ord. No. 2152, § 3(B)(23.AA-24.II), 3-17-82; Ord. No. 2213, § 1, 9-21-83; Ord. No. 2657, § 4, 3-15-95; Ord. No. 4038, § 2(Exh. A), 12-18-13)

Sec. 31-544. Child care, daycare and other preschool facilities.

[(a)] *Family day care home:*

- (1) A family day care home is a permitted use in the following zoning districts:

- RS-5 Single-Family Dwelling District;
- RS-6 Single-Family Dwelling District;
- RS-8 Single-Family Dwelling District;
- RML-12 Low Density Multifamily Dwelling District;
- RD-15 Two-Family Dwelling District;
- RM-15 Multiple Family Dwelling District;
- RMH-15 Multifamily/Hotel District.

- (2) Shall only be an accessory use in a private residence and may function either for or not-for-profit.

- (3) Is limited to no more than six children at any one time and shall not exceed the applicable maximum number of children allowed by the Child Care Facilities Board of Palm Beach County.

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- (4) The person furnishing such service shall have a current, valid permit from Palm Beach County Health Department for operation of a family day care home, as required by Article II of Chapter 39, Palm Beach County Code; and a City of Riviera Beach Certificate of Use and Business Tax Receipt categorizing the use as a "family day care home." A valid permit from the Palm Beach County Health Department or a letter of approval must be submitted when applying for a certificate of use and business tax receipt for the city.
 - (5) A family day care home registered with the Department of Children and Families is specifically exempt from having to obtain any special exemption or use permit or pay any special fee in excess of \$50.00 to operate in an area zoned for residential use (F.S. § 166.0445).
 - (6) Baby-sitting services provided by an individual at the home of the parents or legal guardians of the child(ren) are deemed to be exempt from these provisions.
 - (7) All family day care homes shall comply with state, county, and city codes and regulations, and with the standards established by the Child Care Facilities Board of Palm Beach County under the authority of Chapter 59-1698, Special Acts, Laws of Florida, as amended. In the event of a conflict between standards established by the state and those established by the Child Care Facilities Board of Palm Beach County, the more stringent shall apply.

[(b)] *Large family child care home:*

- (1) A large family child care home requires city council approval via the special exception process and can only operate in the following zoning districts:
 - RS-6 Single-Family Dwelling District;
 - RS-8 Single-Family Dwelling District;
 - RML-12 Low Density Multifamily Dwelling District;
 - RD-15 Two-Family Dwelling District;
 - RMH-15 Multifamily Dwelling District.
- (2) *Requirements:*
 - a. *Personnel:* Two full-time child care personnel must be on the premises during the hours of operation. One of the full-time child care personnel must be the owner or occupant of the residence.
 - b. *Licensing:* The large family child care home must first have operated as a licensed family child care home for 2 years at either the same or a different location, with an operator who has had a child development associate credential or its equivalent for 1 year, before seeking licensure as a large family child care home. The person furnishing such service shall update their current permit from Palm Beach County Health Department for operation of a large family child care home, and a City of Riviera Beach Certificate of Use and Business Tax Receipt categorizing the use as a "large family child care home." The updated permit from the Palm Beach County Health Department or a letter of approval must be submitted when applying for a certificate of use and business tax receipt for the city.
 - c. *Maximum number of children:* A large family child care home shall be allowed to provide care for one of the following groups of children which shall include those children under 13 years of age who are related to the caregiver:
 1. A maximum of eight children from birth to 24 months of age; or
 2. A maximum of 12 children with no more than four children under 24 months of age.

A large family child care home shall not exceed the applicable maximum number of children allowed by the Child Care Facilities Board of Palm Beach County.

- d. *Floor area:* Facilities shall contain a minimum floor area of 35 square feet per child, exclusive of space devoted to bathrooms, halls, kitchen, offices, and storage.
- e. *Outdoor area:* There shall be a minimum area of 75 square feet of outdoor play area per child. The play area shall be located on the same lot as the principal use and shall not be located in the front yard setback or adjacent to any outdoor storage area. The play area shall be surrounded by a four to six-foot high opaque fence or wall. If the fence or wall is not entirely opaque, landscaping shall be installed, four to six feet in height at planting, to create an immediate minimum screening effect of 75 percent of the fenced or walled area. The lot shall be landscaped to code while considering visibility corridors for safety and prohibiting poisonous plant species.
- f. *Parking and loading area:* A minimum of two parking spaces shall be provided for large family day cares. Additionally, a pick-up and drop-off area for children shall be provided in a suitable area adjacent to the building and shall provide clear ingress and egress to the building as determined by the city engineer, police chief, and fire chief (or designees for the aforementioned). One of the required parking spaces may serve as the pick-up and drop-off area if located as indicated above.
- g. *Separation requirement:* Measured from parcel to parcel, there shall be a minimum of 250 feet between large family child care homes. No large family child care home shall be permitted within 250 feet of any package store, bar, nightclub, or adult entertainment establishment.
- h. *Other regulations:* All large family child care homes shall comply with state, county, and city codes and regulations, and with the standards established by the Child Care Facilities Board of Palm Beach County under the authority of Chapter 59-1698, Special Acts, Laws of Florida, as amended. In the event of a conflict between standards established by the state and those established by the Child Care Facilities Board of Palm Beach County, the more stringent shall apply.

[(c)] *Child care facility:*

- (1) A child care facility requires city council approval via the special exception process and can only operate in the following zoning districts:
 - RML-12 Low Density Multifamily Dwelling District;
 - RM-15 Multifamily Dwelling District;
 - CN Neighborhood Commercial;
 - CG General Commercial.
- (2) *Separation requirement:* Measured from parcel to parcel, there shall be a minimum of 500 feet between child care facilities. No child care facility shall be permitted within 500 feet of any package store, bar, nightclub, or adult entertainment establishment.
- (3) *Minimum floor area:* There shall exist a minimum usable floor area, exclusive of any space devoted to the kitchen, halls, office, storage and bathroom facilities, of not less than 1,000 square feet is required. Facilities with capacities exceeding 25 children shall provide 35 square feet of additional floor area per child.
- (4) *Property development regulations:* The building height, setbacks, parking and total floor area shall be governed by the applicable zoning district and/or site plan review.

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- (5) *Parking and loading area:* Parking shall be in accordance with section 31-577(14) of the city's Code of Ordinances. Additionally, a pick-up and drop-off area for children shall be provided in a suitable area adjacent to the building and shall provide clear ingress and egress to the building as determined by the city engineer, police chief, and fire chief (or designees for the aforementioned).
- (6) *Outdoor play area:*
- a. There shall be provided a minimum of 1,500 square feet of outdoor play area or 100 square feet of outdoor play area per child, whichever produces the larger area. The play area shall be located on the same lot as the principal use and shall not be located in the front yard setback or adjacent to any outdoor storage area. The play area shall be surrounded by a four to six-foot high opaque fence or wall. If the fence or wall is not entirely opaque, landscaping shall be installed, four to six feet in height at planting, to create an immediate minimum screening effect of 75 percent of the fenced or walled area. The lot shall be landscaped to code, while considering visibility corridors for safety and prohibiting poisonous plant species.
 - b. For child care facilities with enrollments of 30 or more, the outside play area may be utilized on a split shift basis, provided that a written statement and schedule of play periods, with age groups, are submitted for prior approval by the community development director, and provided that minimum outdoor play area shall not be less than that required for one-third of the total enrollment.
- (7) *Other:* All child care facilities shall comply with state, county and city codes and regulations. A certificate of use and business tax receipt must be obtained from the city prior to operation. Submittal of an active permit from Palm Beach County Health Department or a letter of approval from the Palm Beach County Health Department must be submitted in order to apply for city licensing. In the event of a conflict between Palm Beach County's Rules and State family day care or large family child care standards, the more stringent shall apply.

(Ord. No. 2152, § 3(B)(23.AA-24.III), 3-17-82; Ord. No. 3092, § 2, 5-18-11; Ord. No. 4258, § 2, 5-1-24)

Sec. 31-545. Home occupations.

- (a) *Purpose.* The supplemental zoning regulations in this section are intended to allow the use of a residential dwelling unit for a secondary or small-scale occupation, such that the dwelling unit is not changed nor the residential character of the neighborhood adversely impacted.
- (b) *Where permitted.* Home occupations, as regulated by this Code, are permitted uses in all of the city's residential zoning districts. However, a home occupation shall not be in conflict with a restrictive covenant of a homeowner association or property owner association.
- (c) *Prohibited uses.* The following uses are specifically prohibited as home occupations:
 - (1) Retail or wholesale sales on the premises, including food sales.
 - (2) Personal services, such as barber or beauty shops.
 - (3) Nursing home.
 - (4) Vehicle or boat repair.
- (d) *Standards for approval.* In accordance with the purpose of this section, a home occupation:
 - (1) Shall not necessitate any physical changes to a dwelling unit, such as separate doorways or extra parking spaces;

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- (2) Shall not generate vehicular or pedestrian traffic which adversely impacts the residential character of the neighborhood; or
 - (3) Shall not create any other adverse impacts on adjacent neighbors or the neighborhood.
- (e) *Operation requirements.*
- (1) *Location.* A home occupation must be conducted entirely within a dwelling unit or garage, but not in an open porch or carport. This restriction shall not prohibit off-premises sales or services involved in a home occupation.
 - (2) *Incidental nature.* The area devoted to a home occupation shall not be the dominant use of a dwelling, and shall not exceed ten percent of the total square footage of living area or 200 square feet, whichever is least.
 - (3) *No change to character of dwelling.* There shall be no external evidence, sign, noise or odor indicating that a dwelling is being used for a home occupation.
 - (4) *Employee restrictions.* A home occupation must be conducted only by family members or other persons residing on the premises.
 - (5) *Occupational license.* A city occupational license is required for any home occupation.
 - (6) *Number.* Only one home occupation shall be permitted at a dwelling unit.
 - (7) *Advertising.* No external evidence or sign shall advertise, display or otherwise indicate the presence of a home occupation, nor shall the street address of the home occupation be advertised through signs, television, radio or newspapers.
 - (8) *On-premises sales.* A home occupation shall not involve the sale of any stock in trade, supplies, products or services on the premises, if such activity creates adverse traffic impacts on the area. Only occasional outside visitation shall be allowed. Occasional visitation is considered to be no more than two separate visits per day.
 - (9) *Outside storage.* No equipment or materials involved in a home occupation shall be stored or displayed outside of the dwelling unit, including driveways.
 - (10) *Nuisances.* A home occupation shall not involve the use of any mechanical, electrical or other equipment, materials or items which produce noise, electrical or magnetic interference, vibration, heat, glare, smoke, dust, odor or other nuisance outside the dwelling unit. There shall be no storage of hazardous or noxious materials at the site of the home occupation.
- (f) *Violations.* The department of community development and environmental control may issue a citation for a violation of the regulations in this section. The city's code enforcement board shall make a determination regarding the citation and shall take appropriate action. This action may include the revocation of the occupational license for the home occupation.

(Ord. No. 2152, § 3(B)(23.AA-24.IV), 3-17-82; Ord. No. 2624, § 4, 2-16-94)

Sec. 31-546. Swimming pools.

This section applies to swimming pools in all districts, except where otherwise specified. Swimming pools, accessory to a primary site use, may be open, enclosed, or covered by a screen enclosure, and shall only occupy a required rear or side yard, providing that the following conditions are satisfied:

- (1) *Rear yard setback.* A minimum seven foot setback from the rear property line to swimming pool deck or platform, the exterior face of an infinity edge pool catch basin, or a screen enclosure associated with a swimming pool shall be provided, however, swimming pool decks may extend to the property line

and be connected to a permitted dock and its related decking when abutting a body of water. There shall be a minimum seven-foot setback from the rear property line to the water's edge of a swimming pool or to the waterline of the catch basin of an infinity edge pool. For oceanfront properties located east of North Ocean Drive, this setback shall be measured from the 1997 Coastal Construction Control Line.

- (2) *Side yard setback.* A minimum seven foot setback from the side property line to a swimming pool deck or platform, the exterior face of an infinity edge pool catch basin, or a screen enclosure associated with a swimming pool shall be provided. There shall be a seven-foot minimum setback from side property line to the water's edge of a swimming pool or to the waterline of the catch basin of an infinity edge pool.
- (3) *Corner properties within residential districts.* For corner lots a twelve and one- half foot setback from the front property line and from the side lot line facing the street to the swimming pool, deck, platform or screen enclosure shall be provided. For corner lots with radial corners, the front setback and the side setback facing the street shall be taken from the midpoint of the curve of the corner of the property.
- (4) *Residential locations with two fronts, or through lots.* Lots with two fronts shall be permitted to place a pool and pool deck, with a minimum ten foot setback from the property line, at the functional rear of the house.
- (5) *Walk space.* A walk space at least 20 inches wide shall be provided between walls, fences or screen enclosures and the water's edge of a swimming pool.
- (6) *Safety barrier.* Every swimming pool shall be protected by a safety barrier, as required by the Florida Building Code, as amended from time to time.
- (7) *Visual barrier.* Swimming pools, when visible from any public street or alley, shall be screened from public view by an opaque landscape hedge, wall or fence, not less than five feet in height. A hedge shall be planted and maintained so as to form a continuous dense row of greenery, with plants spaced not less than 24 inches on center, in three gallon containers or larger when planted.
- (8) *Drainage.* If a patio or paved area is provided adjacent to or surrounding a pool, it shall be designed to drain away from the pool, but shall not drain onto adjacent properties. An exception to this rule may apply to perimeter flow pools.
- (9) *Pool equipment.* Pool equipment shall not be permitted within a required setback.
- (10) *Commercial swimming pools.* The minimum size of all commercial swimming pools shall be 450 square feet with a minimum width of 15 feet. A walkway, no less than four feet in width, is required around the swimming pool, exclusive of coping. Commercial swimming pools shall satisfy all applicable Florida Building Code requirements, as amended from time to time, and also any applicable requirements provided by a governmental agency having jurisdiction.

(Ord. No. 2152, § 3(B)(23.AA-24.V), 3-17-82; Ord. No. 4083, § 2, 8-3-16)

Sec. 31-547. Walls and fences.

- (a) Property zoned for residential use, walls and fences shall be erected or maintained in accordance with the following:
 - (1) Along or adjacent to lot lines in the required rear or side yard, maximum height shall be six feet.
 - (2) In the required front yard, the maximum height shall be four feet.

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- (3) On a corner lot, no fences or walls shall be erected or maintained to a height exceeding three feet above the crown of the roadway within 25 feet of the intersection of two streets.
 - (b) On all property zoned for commercial use, maximum height shall be six feet.
 - (c) On all property zoned for industrial use, maximum height shall be eight feet.
 - (d) A waiver from the height provisions in the subsections above may be granted by the director of community development for nonelectric walls and fences used for athletic fields or recreational purposes.
 - (e) On all commercial or industrial property development adjoining residential districts, a six-foot solid masonry wall shall be constructed prior to final certificate of occupancy or certificate of completion.
 - (f) All easements shall be free and clear of walls and fences. An exemption may be granted only when the property owner has first agreed, in writing, to remove such obstruction upon the request of the city council and at the property owner's expense. This documentation shall be submitted, reviewed and approved by the city prior to the issuance of a permit.
 - (g) No barbed wire shall be permitted as fencing within the corporate limits of the city, except that it may be permitted on the top of a fence six feet high or higher in industrial districts, not to exceed eight feet in total height.
 - (h) Electric fences shall be permitted only in the general industrial (IG) zoning district, not to exceed eight feet in total height.
 - (i) Electric fences shall be permitted only for use within outdoor storage areas in the general industrial (IG) zoning district, provided that the electric fence is installed and operated in the following manner:
 - (1) Electric fencing shall be constructed or installed in conformance with the specifications set forth in International Electrotechnical Commission (IEC) Standard 60335-2-76.
 - a. The energizer for an electric security fence must be driven by a commercial storage battery not to exceed 12 volts DC.
 - b. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 of the IEC and depicted in Figure 102 of IEC Standard No. 60335-2-76.
 - (2) Fifty percent or more of the energy needed to electrify the fencing must be generated on site with the use of solar panels or an alternate zero emission power source.
 - (3) No electric fence shall be installed unless its exterior is completely surrounded by an additional non-electric fence or wall, a minimum of six feet in height. If an electric fence is installed adjacent to a residentially zoned parcel, its exterior must be completely surrounded by an additional solid masonry wall, a minimum of six feet in height, in addition to landscape buffer requirements.
 - a. There must be a clearance of four to 12 inches between the electric fence and the additional wall or fence, for the entire length of the electric fence.
 - b. The exterior of this additional wall or fence must be landscaped according to article VIII. Landscape Regulations, of the City of Riviera Beach Code of Ordinances. An application for an electric fence shall be treated as a renovation development for which the city issues a building permit, as described in subsection 31-597(b).
 - (4) The following required signage must be maintained and visible at all times denoting the electric fence. Signs that read: "Warning Electric Fence" at intervals of not less than 20 feet must be installed, maintained, and remain visible at all times. In no instance may there be less than one sign visible on each side of the fence. Signs can be a minimum of four inches by eight inches but must not exceed 12 inches by 18 inches. Additional signage may be required if determined necessary by the chief of police

or the director of community development. Sign details must be submitted during the permitting process.

- (5) Electric fences shall be governed by burglar alarm fees and regulations.
- (6) Electric fences may be operational only after business hours. The fence must remain off during business hours.
- (7) One year after the issuance of an electric fence permit and yearly thereafter, the electric fence's owner must submit a maintenance report to the building official, police chief and fire chief, affirming concurrency with the aforementioned guidelines and regulations.
- (j) It shall be unlawful for any persons to install, maintain or operate an electric fence in violation of this section. The chief of police shall immediately abate, through the code enforcement process, any electric fence that is not properly maintained or does not meet any standard set forth in this section. The city may also avail itself of injunctive relief should the electric fence fail to be operated in accordance with this section.
- (k) Businesses that choose to own, operate and maintain an electrified fence, barbed wire, are solely responsible for any liability or damage caused by or stemming from the ownership or operation of these materials.

(Ord. No. 2152, § 3(B)(23.AA-24.VI), 3-17-82; Ord. No. 2213, § 1, 9-21-83; Ord. No. 3071, § 3, 10-7-09)

Sec. 31-548. Miscellaneous yard, height and use regulations.

- (a) Every part of a required yard shall be open from its lowest point to the sky, unobstructed, except for the ordinary projection of sills, belt courses, cornices, buttresses, ornamental features and eaves.
- (b) In computing the depth of a rear yard, for any building where the yard opens onto an alley, one-half of such alley may be assumed to be a portion of the rear yard, unless otherwise prohibited.
- (c) The side yard requirements for a dwelling shall be waived where dwellings are permitted to be erected above stores or shops.
- (d) On double frontage lots, the required front yard shall be provided on both streets.
- (e) Public or semipublic buildings, hospitals, schools and churches, where permitted in a district, may be erected to a height not exceeding 75 feet, when the front, rear and side yards are increased an additional foot for each foot such buildings exceed the height limit otherwise provided in the district in which the buildings are built.
- (f) Chimneys, water tanks or towers, elevator bulkheads, stacks, spires, broadcasting towers, false mansards, parapet walls, similar structures and necessary mechanical appurtenances may be erected to a height in accordance with existing or hereafter adopted ordinances of the city.
- (g) Unless otherwise specified, all permitted uses which can be transferred from one district to another shall abide by the regulations of the district in which the use is to be located.
- (h) If a vacant lot in a district has an area or width, or both, less than the required minimum and was a lot of record at the time of the passage of the ordinance from which this article is derived, such lot may be occupied by a permitted structure, provided the minimum yard regulations of the districts are complied with.
- (i) Each single-family residence, duplex, triplex or fourplex constructed after December 6, 1989, shall have the ground floor, parking and landscaping on solid land. All such structures and accessory uses, if any, shall be built on a foundation firmly attached to the ground by concrete pour or stem walls, etc. No conventional structure shall be built on stilts or any other elevation device that leaves space between the ground level

surface and the base of the structure, except where elevations of a few feet are required by law for manufactured homes, mobile homes or floodplains.

(Ord. No. 2152, § 3(B)(23.AA-24.VII), 3-17-82; Ord. No. 2478, § 4, 12-6-89)

Sec. 31-549. Temporary labor employment office.

Temporary labor employment offices, where permitted, must meet the following requirements:

- (1) No outside waiting or loitering shall be permitted on the site of the day labor employment office.
- (2) No license for a temporary labor employment office shall be issued where the location of such proposed service is within 1,000 feet of another temporary labor employment office. The method of measurement shall be made or taken from the main front entrance of the existing temporary labor employment office to the main entrance of the applicant's place of business along the route of ordinary pedestrian traffic.

(Ord. No. 2772, § 4, 1-21-98)

Sec. 31-550. Pawn shop.

A pawn shop, where, permitted, must meet the following requirement:

- (1) No license for a pawn shop issued where the location of such proposed business is within 1,000 feet of another pawn shop. The method of measurement shall be made or taken from the main front entrance of the existing pawn shop to the main entrance of the applicant's place of business along the route of ordinary pedestrian traffic.

(Ord. No. 2772, § 5, 1-21-98)

Sec. 31-551 Principal arterial design standards overlay.

(a) *Objectives of this section.*

- (1) The following standards are established for development along principal arterial roadways, excluding all areas having a downtown zoning district designation, to ensure that such uses are compatible with other uses permitted in the same district and to protect the public health, safety and welfare of the community.
- (2) The purpose of these standards is to promote designs that are architecturally compatible with the surrounding area and the design goals of the city.
- (3) These standards are designed to promote development and redevelopment where the physical, visual and spatial characteristics are established and reinforced through the consistent use of compatible architectural elements. Such elements shall relate the design characteristics of an individual building or project to the other existing and planned structures in a harmonious manner, resulting in a coherent overall development and redevelopment pattern and streetscape.
- (4) The standards used in this section are intended to discourage development types that bear little relation to the planned redevelopment pattern of the city.

(b) *Delineation of the overlay district.* The Riviera Beach Principal Arterial Overlay District shall be superimposed on all properties fronting on any of the following roads in the city:

- (1) Dr. Martin Luther King Jr. Boulevard.

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- (2) President Barack Obama Highway.
 - (3) Blue Heron Boulevard.
 - (4) Broadway (U.S. Highway No. 1).
 - (5) 13th Street.
 - (6) Military Trail.
 - (7) Congress Avenue.
 - (8) Australian Avenue.
- (c) *Applicability.* This section shall apply to all new developments, and to additions or renovations valued in excess of 50 percent of improvement value within any 24-month period, and for signs or signage changes in excess of \$500.00, as determined by the city's director of development services.
- (d) *Variances.* The development special magistrate may grant variances to these provisions according to the city's established variance process, as provided in Code section 31-42, as amended from time to time.
- (e) *Appearance.*
- (1) All structures on the same parcel of land or in the same development shall have a unified architectural theme. Color building elevations identifying said architectural theme shall be required to be submitted to the City for all applicable new developments, renovations, or additions.
 - (2) Building walls exposed to public view shall be designed through the use of a coherent and clear architectural design consistent with the character of the building. Building designs should incorporate architectural details and natural lighting.
 - (3) Buildings facing a public street or interior courtyard space shall be architecturally emphasized through entrance treatments and building details. Buildings with more than one facade facing a public street shall provide architectural treatment on each such facade.
 - (4) Roofing shall be incombustible material such as shingles, clay or cement tiles, or metal.
 - (5) Roof and exterior wall surfaces, with the exception of glass, shall be nonreflective. Reflective or mirrored glazing at ground level, visible from the sidewalk, is prohibited.
 - (6) The rear and side of buildings shall be finished with material that in texture and color resembles the front of the building.
 - (7) Glass windows and doors must make-up a minimum of twenty percent of the primary elevation and a minimum of ten percent of the secondary elevation. The primary elevation is defined as facing the abutting arterial road. The secondary elevation is defined as facing a perpendicular side road. Faux windows do not count towards the above mentioned required percentages.
 - (8) The coloration of all building walls shall be with a maximum of three colors, exclusive of the roof color. The primary use of "earth tone" and neutral color palettes shall be required. Semi-transparent stains are recommended for application on natural wood.
 - (9) Canopies over vehicular use areas shall have a maximum clearance of up to 14 feet above grade and shall be consistent with the main building design. The canopy columns shall be architecturally finished to match the building.
 - (10) Work area or storage doors and open bays shall not open toward or otherwise be visible from any of the designated principal roads.

- (11) Heating, ventilation, air conditioning equipment, duct work, air compressors, other fixed operating machinery shall be either screened from public view or located so that such items are not visible from a designated arterial, adjacent residential properties or intersecting street.
- (12) No temporary structures shall be permitted, except those used in conjunction with and during construction. Office-type mobile units when used as temporary facilities shall be screened from view from a designated arterial and equipped with rigid skirting on all sides. Any towing gear shall be removed, and if not removable, shall be screened from a designated arterial.
- (f) *Landscaping, walls and fencing.* Development must comply with the landscaping requirements in article VIII of chapter 31 in the Riviera Beach Land Development Code as well as the items specified below:
- (1) Landscaped areas shall be surrounded with a six-inch raised curb.
 - (2) *Perimeter buffer landscape requirements.* Landscape buffers shall be installed and maintained in accordance with the following standards.
 - a. *Right-of-Way (R-O-W) Buffer.* R-O-W buffers shall be provided along all street R-O-W.
 1. Width: The total width of the buffer along streets, thoroughfares, or other means of vehicular access shall depend on the width of the street, as indicated in table 31-551(f)(2)a Width of R-O-W Buffer.

Table 31-551(f)(2)a - Width of R-O-W Buffer (Feet)

Width of R-O-W (Feet)	Minimum Width of Buffer (Feet)
Greater than 75 feet	15 feet
0 feet to 75 feet	10 feet

2. *Shrub hierarchy.* R-O-W buffers shall include each of the shrub types listed in table 31-551(f)(2)b Shrub Planting Requirements.

Table 31-551(f)(2)b - Shrub Planting Requirements

Shrub type	Minimum Height at Installation (Size)	Minimum Number of Shrubs Per Linear Foot of Buffer Length	Maximum Spacing at Installation	Maximum Maintained Height
Ground cover	6 inches	2 per 1 linear foot	6 inches	N/A
Small shrubs	18 inches	1 per 2 linear feet	24 inches	36 inches
Medium shrubs	24 inches	1 per 4 linear feet	48 inches	48 inches
Large shrubs	36 inches	1 per 4 linear feet	48 inches	N/A
Notes 1. Maximum maintained height is established to maintain the hierarchical visual effect for perimeter R-O-W buffer.				

3. *Planting pattern for a perimeter R-O-W buffer.* One hundred percent of the buffer length shall be composed of a continuous opaque vertical landscape screen at least two feet in height, and composed of the shrub types listed in table 31-551(f)(2)b, Shrub Planting Requirements. The area of the buffer not planted with trees and shrubs shall be landscaped with ground treatment according to Florida friendly landscape provisions.
4. *Minimum tree quantities.* R-O-W buffers shall contain one shade tree per 20 linear feet.

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5. *Area measurement.* The width of access ways and drive aisles that traverse required perimeter landscape buffers shall be included in the calculation of linear dimension and count towards required plant quantities.
 6. *Buffer width reduction.* The required buffer width may be reduced due to site constraints as determined by the development services director. The required quantity of shrubs may be reduced in proportion to the reduction in the buffer width, a maximum of 50 percent, to ensure the viability of the material. The required number of canopy trees or palms shall not be reduced, however, they may be rearranged to ensure proper growing area.
 7. *Encroachment.* No easement encroachment greater than five feet shall be permitted in required perimeter buffers, except for bisecting utility easements and required safe sight distance easements not to exceed a maximum of 50 percent of the required buffer width.
 8. *Exemptions.* R-O-W buffers are not required for individual single-family residential, townhouse lots, or the side of lot that abuts the Intracostal Waterway, private street rights-of-way internal to a PUD, and alleys.
- (3) Chain-link or similar fencing adjacent to a designated arterial roadway is prohibited. Where such fencing can be viewed from a designated arterial, landscaping or berms shall be provided to minimize visibility from the designated arterial.
 - (4) Perimeter walls shall be architecturally compatible with the principal building.
- (g) *Signage and lighting.*
- (1) Monument signs compatible with the architectural design of the development are the only permitted freestanding sign. Only one such sign is permitted per roadway frontage and it can measure no more than seven feet high and six feet in width. If a property roadway frontage exceeds 400 feet, a second monument sign may be permitted on that frontage, so long as the two signs are separated by 100 feet or more.
 - (2) Canopies shall not contain any signage, striping or other graphics.
 - (3) Window signage, whether permanent or temporary, shall be permitted up to twenty percent coverage of a window.
 - (4) Lighting fixtures shall be baffled and arranged so that illumination is deflected away from adjacent properties and roads.
 - (5) All signage must comply with these regulations within five years of adoption of this section.
 - (6) Fuel price digital signs shall be permitted as a monument sign feature subject to meeting the digital fuel price sign requirements of section 28-125.
- (h) *Location criteria for developments with drive-up facilities.* No drive-up facilities may be located along a principal arterial roadway unless approved in accordance with special exception section 31-61 of the city's code, and only in those zoning districts which currently permit drive-up facilities by right, or special exception.
- (i) *Pedestrian connectivity.*
- (1) Developments must consider and promote pedestrian connectivity within and around the site, including access to sidewalks and separation from roadways and drive aisles by utilizing landscaping, planters, bollards, and similar.
 - (2) Developments adjacent to designated bus stops shall identify and fulfill requirements to implement a bus shelter or bus bench, which may require dedication of easement and maintenance accordingly.

(Ord. No. 2833, § 1, 9-21-99; Ord. No. 4073, § 4, 12-16-15; Ord. No. 4110, § 2, 5-2-18; Ord. No. 4149, § 2, 9-16-20)

Sec. 31-552. Bars, saloons, taverns, cocktail lounges, or nightclubs.

In reviewing an application for these uses, the following requirements must be met:

- (1) Minimum required lot area shall be 10,000 square feet.
- (2) The proposed site shall be at least 500 feet from the property line of the nearest place of worship, school or child care center.
- (3) The proposed site shall be at least 500 feet from any other similar use.
- (4) The proposed site shall be at least 500 feet from a residential district.
- (5) Measurement shall be by a straight line from nearest property line to property line.
- (6) Buffering shall be provided in accordance with the City of Riviera Beach Landscaping Code. Additional site design standards may be required by the city council to protect neighboring residential districts or uses from negative impact.
- (7) Minimum distance and lot size requirements are exempted for properties located within the Community Redevelopment Agency (CRA).

(Ord. No. 2863, § 3, 1-3-01)

Sec. 31-553. Fireworks and sparklers.

(a) *Definitions:*

Building means a permanent structure containing no fewer than four outer walls and a roof enclosing said walls, constructed in accordance with the local building code and a duly issued building permit, and for which occupancy is authorized by a duly issued certificate of occupancy. For purposes of this section, the term building shall also include a part of the structure, such as a unit or space within a shopping center.

Commercial structure or building means a building constructed and used for the purpose of producing income. For purposes of this section, the term commercial building shall not include a building designed, constructed and used in accordance with the laws for residential occupancy.

Distributor means any person engaged in the business of selling fireworks or sparklers to a wholesaler.

Fireworks means and includes any combustible or explosive composition or substance or combination of substances or, except as hereinafter provided, any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation. The term includes, but is not limited to blank cartridges and toy cannons in which explosives are used, the type of ballons which require fire underneath to propel them, firecrackers, torpedoes, skyrockets, roman candles, dago bombs, and any fireworks containing any explosives or flammable compound or any tablets or other device containing any explosive substance.

Fireworks does not include sparklers approved by the Division of the State Fire Marshal of the Department of Insurance; toy pistols, toy canes, toy guns, or other devices in which paper caps containing twenty-five hundredths grains or less of explosive compound are used, providing they are so constructed that the hand cannot come in contact with the cap when in place for the explosion; and toy pistol paper caps which contain less than twenty hundredths grains of explosive mixture, the sale and use of which shall be permitted at all times.

Fireworks also does not include the following novelties and trick noisemakers, the sale and use of which shall be permitted at all times:

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- (1) A snake or glow worm, which is a pressed pellet of not more than 10 grams of pyrotechnic composition that produces a large, snakelike ash which expands in length as the pellet burns and that does not contain mercuric thiocyanate.
 - (2) A smoke device, which is a tube or sphere containing not more than 10 grams of pyrotechnic composition that, upon burning, produces white or colored smoke as the primary effect.
 - (3) A trick noisemaker, which is a device that produces a small report intended to surprise the user and which includes:
 - a. A party popper, which is a small plastic or paper device containing not more than 16 milligrams of explosive composition that is friction sensitive, which is ignited by pulling a string protruding from the device, and which expels a paper streamer and produces a small report.
 - b. A booby trap, which is a small tube with a string protruding from both ends containing not more than 16 milligrams of explosive compound, which is ignited by pulling the ends of the string, and which produces a small report.
 - c. A snapper, which is a small, paper-wrapped device containing not more than four milligrams of explosive composition coated on small bits of sand, and which, when dropped, explodes, producing a small report. A snapper may not contain more than 250 milligrams of total sand and explosive composition.
 - d. A trick match, which is a kitchen or book match which is coated with not more than 16 milligrams of explosive or pyrotechnic composition and which, upon ignition, produces a small report or shower of sparks.
 - e. A cigarette load, which is a small wooden peg that has been coated with not more than 16 milligrams of explosive composition and which produces, upon ignition of a cigarette containing one of the pegs, a small report.
 - f. An auto burglar alarm, which is a tube which contains not more than ten grams of pyrotechnic composition that produces a loud whistle or smoke when ignited and which is ignited by use of a squib. A small quantity of explosive, not exceeding 50 milligrams, may also be used to produce a small report.

Manufacturer means any person engaged in the manufacture or construction of fireworks or sparklers.

NFPA means National Fire Protection Association.

Occupancy means the purpose for which a building or portion thereof is used or intended to be used.

Retailer means any person who, at a fixed place of business, is engaged in selling fireworks or sparklers to consumers at retail.

Seasonal retailer means any person engaged in the business of selling fireworks or sparklers at retail in this state from June 20 through July 5 and from December 10 through January 2 of each year.

Seller means any person, corporation, firm, or co-partnership engaged in the business of selling fireworks, including "manufacturer," "retailer," "seasonal retailer," "wholesaler," and "distributor."

Sparkler means a device which emits showers of sparks upon burning, does not contain any explosive compounds, does not detonate or explode, is hand held or ground based, cannot propel itself through the air, and contains not more than 100 grams of the chemical compound which produces sparks upon burning. Any sparkler that is not approved by the Division of the State Fire Marshal of the Department of Insurance is classified as fireworks.

Wholesaler means any person engaged in the business of selling fireworks or sparklers to a retailer.

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- (b) The sale of fireworks shall only be permitted pursuant to an exception or exemption set forth in F.S. §§ 791.02, 791.04 or 791.07 and any such sale shall only be located in an IL or IG zoning district. The sale of fireworks shall only be permitted in a permanent commercial structure or building and any such sale will be prohibited in any temporary structure including but not limited to, a tent, canopy, trailer, open air stand, vehicle or any other structure not permanently located on the property at which the sale of fireworks is to take place. The sale and storage of fireworks shall be protected by an approved automatic sprinkler system that complies with minimum Extra Hazard Group-2 design criteria, in accordance with NFPA standards for such occupancy hazard. Additionally, pursuant to Palm Beach County Code 31-9.3, said structure shall be of non-combustible construction and shall be free standing with a minimum of ten feet from any contiguous building line.
- (c) When selling fireworks pursuant to an exception or exemption set forth in F.S. §§ 791.02, 791.04, or 791.07, the seller of fireworks shall require the purchaser to produce a photo identification or other such documents as are needed to establish the identity of the purchaser. Additionally, the seller shall document and retain for each sale:
- (1) The name, telephone number and home address of the purchaser;
 - (2) A detailed description of the documents reviewed to establish the identification of the purchaser;
 - (3) The date of the purchase or sale;
 - (4) The name, telephone number and home address of the salesperson making the sale;
 - (5) The specific nature of the use which qualified for the exception or exemption relied upon (i.e. "a sale at wholesale," "a sale to be shipped directly out-of-state," etc.);
 - (6) The manufacturer's label name and the quantity for each firework sold; and
 - (7) The proof reviewed by the seller to establish the exception or exemption applied to that sale, which shall at a minimum contain the following information:
 - a. If the sale is at wholesale between manufacturers, distributors, and wholesalers who have registered with the Division of State Fire Marshal of the Department of Insurance, the seller shall record the registration number of the purchaser;
 - b. If the sale is for fireworks that are to be shipped directly out-of-state, the seller shall record the name, address, and telephone number of the common carrier who will make the delivery and the date said fireworks were delivered to that common carrier;
 - c. If the sale of fireworks is to a person holding a permit from any board of county commissioners or the governing body of a municipality, the seller shall review the permit and record the date, permit number, expiration date, and identity of the governing body issuing the permit;
 - d. If the sale is for the use of fireworks by railroads or other transportation agencies for signal purposes or illumination, or for use in quarrying or blasting or other industrial use, the seller shall record the name, address and telephone number of the railroad, transportation agency, or other entity which will use the fireworks;
 - e. If the sale is for blank cartridges for a show or theater, or for signal or ceremonial purposes in athletics or sports, the seller shall record the name, address, and telephone number of the organization sponsoring or producing the event or show;
 - f. If the sale is for use by military organizations or organizations comprised of the armed forces of the United States, the seller shall record the name, address, and telephone number of the organization which will use the fireworks;

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- g. If the sale is for the use solely and exclusively in frightening birds from agricultural works or fish hatcheries, the seller shall retain a copy of the statement that has been filed with the sheriff's office pursuant to the rules prescribed by the State of Florida Department of Agriculture and Consumer Services which must be provided by the purchaser prior to the sale of the fireworks.
- (d) If a purchaser claims to be exempt from registration requirements pursuant to an exemption set forth in F.S. § 791.04, in addition to the information required to be recorded in subsection c. above, the purchaser must provide a written notarized statement setting forth the basis of the exemption and the purpose for which the fireworks are being purchased.
- (e) The information required to be recorded shall be available for review, inspection and/or copying by the city or its agents at the location where the fireworks are being sold during the period that fireworks are being sold. Additionally, said information shall be retained by the seller for a period of 12 months from the date of sale, and if requested by the city or its agents, shall be produced for review at city hall during normal business hours. The request by the city or its agents shall be in writing and served upon the seller by certified mail, return receipt requested or by hand delivery to the seller at the last known address of such seller. The seller shall produce the requested information to the city or its agent within five business days after receipt of the written request.
- (f) It is unlawful for any seller, as defined herein, to sell fireworks without first obtaining, documenting and recording the information required to be recorded in subsection c. above.
- (g) It is unlawful for any seller of fireworks to fail to retain the information or records required to be recorded under this section for a period of 12 months from the date of sale or fail to make said information or records available for review, inspection and copying at the site of the sale.
- (h) It is unlawful for any seller of fireworks to fail to produce the information required to be recorded, copied and/or retained under subsection c. above within the time limits proscribed herein after the written request of the city or its agents.
- (i) It is unlawful for any person, corporation, firm, or co-partnership to misrepresent, misstate, or falsify a statutory exemption under Chapter 791, Florida Statutes for the purpose of inducing a sale of fireworks.
- (j) It is unlawful for any person, corporation, firm or co-partnership to manufacture fireworks or sparklers within the city.
- (k) The retail sale of sparklers, as defined by F.S. §§ 791.01(8) and 791.013, shall be limited to sale in CG and IL zoning districts. The sale of sparklers shall only be permitted in a permanent commercial structure or building and any such sale will be prohibited in any temporary structure including but not limited to, a tent, canopy, trailer, open air stand, vehicle or any other structure not permanently located on the property at which the sale of sparklers is to take place. The sale and storage of sparklers shall be protected by an approved automatic sprinkler system that complies with minimum Extra Hazard Group-2 design criteria, in accordance with NFPA standards for such occupancy hazard. Additionally, said structure shall be of non-combustible construction and shall be free standing with a minimum of ten feet from any contiguous building line and subject to the following requirements:
- (1) A hold harmless affidavit which holds the city harmless for any liability connected with the operation shall be provided to the city 15 days prior to the authorized sale of sparklers.
 - (2) A certification of registration from the state fire marshal authorizing the sale of sparklers shall be provided to the city 15 days prior to the authorized sale of sparklers.
 - (3) A signed and notarized affidavit of compliance with the state approved list of sparklers shall be signed under oath affirming that only products on the State Fire Marshal's Approved List of Sparklers and Novelty Items will be sold and that the seller understands that a violation of the affidavit may result in

an injunction against the sale of sparklers shall be provided to the city 15 days prior to the authorized sale of sparklers.

- (4) A plan approved by the city fire department and the department of community development delineating storage, parking, sales area and signage shall be provided to the city 15 days prior to the authorized sale of sparklers.
- (l) Any violation of this section shall subject an offender to arrest pursuant to F.S. § 901.15, and prosecution pursuant to F.S. § 125.69.
- (m) Any violation of this section shall also subject an offender to seizure of the unlawful goods such that the police department of Riviera Beach and its officers shall, at the expense of the owner, seize, take, remove, or cause to be removed all stocks of fireworks or sparklers offered or exposed for sale, stored or held in violation of this section.

(Ord. No. 2918, § 2, 6-5-02)

Sec. 31-554. Advertising within the City of Riviera Beach.

- (a) *Purpose of article.* The purpose of this section is to establish advertising regulations for businesses within the City of Riviera Beach, resulting in greater recognition of the city. The city's intent is to prevent the misleading and/or incorrect use of the names of municipalities in advertisements. Incorrect, misleading or false advertising of a municipality or region is subject to fees and penalties as outlined in this section.
- (b) *Advertisements.* All businesses that are located within the city limits of Riviera Beach are required to correctly advertise their location, regardless of the method used. If a business located within the city limits of Riviera Beach, chooses to advertise the name of the municipality or specific location in which it is situated, the following applies:
 - (1) Listing a municipality incorrectly, or in a misleading manner in an advertisement is prohibited and will be subject to fees and penalties.
 - (2) Advertising only a specific location within the city limits of Riviera Beach without listing the City of Riviera Beach is prohibited and will be subject to fees and penalties.
 - a. "Riviera Beach" must appear in a similar style of text and a font size equal to or greater than the specific location that is also listed in the advertisement.
 - b. Regardless of text style or font size selected, the size of lettering used to display "Riviera Beach," measured by height and width per letter, must be equal to or greater than the text used for any specific location listed in the advertisement.
 - c. The color of text selected for displaying "Riviera Beach" must be as visible and as legible as the text displaying the specific location. Background colors or graphics that mask or conceal the text "Riviera Beach" are prohibited.
- (c) *Annexed parcels.* Businesses annexed into the city limits of Riviera Beach have a one-year grace period following their annexation to update their advertisements to conform to this Code. After the one-year grace period has ended, the business will be subject to fees and penalties as stated in this section.
- (d) *Fees and penalties.* Any business existing when this section was enacted has one year to comply with the provisions of this section, then shall be subject to the following fees and penalties. New businesses must immediately adhere to this Code in its entirety; any advertisements failing to adhere to this section shall be subject to the following fees and penalties.

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- (1) Upon first violation, a notice of guidance will be sent and a penalty of \$500.00 will be assessed. The cited business will have one month from the date the notice was received, to come into compliance with this Code.
- a. This \$500.00 fee may be waived if the business comes into compliance within this one-month period or if the business demonstrates exigent circumstances to the satisfaction of the city manager.
 - b. If the business in violation does not come into compliance after 30 days, a running fine of \$500.00 per day will be assessed until compliance is achieved. If a separate timeline is agreed upon by the business entity and the city manager, these fees may be waived by the city manager if compliance to this Code is achieved in the agreed amount of time.
 1. The department of community development may choose not to renew a business's tax receipt until all violations are addressed and all fines are paid. If fines are not paid, the City of Riviera Beach has the right to place a lien on the property for the amount due.
 2. The department of community development may also choose to deny the issuance of permits pertaining to a party in noncompliance of this Code.
- (e) *Enforcement of fees and penalties.* The department of community development and the code enforcement division will be responsible for enforcement of these provisions.
- (f) *Future resolutions.* The following phrase will be added to all future site plan approval and business approval resolutions; "All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with the Advertising Ordinance will be levied against the property owner and/or business for violation of this condition."
- (Ord. No. 3070, § 2, 10-7-09)

Sec. 31-555. Recycling center.

- (a) All materials must be stored indoors, other than receptacles/bins screened from the view of public rights-of-way used solely for the collection of recyclable materials from the general public on a concrete surface engineered to specific load. This includes the storage of materials waiting to be separated and separated materials waiting to be shipped.
- (b) Only sorting and separating of materials is allowed at recycling centers.
- (c) Landscape buffers must include a combination of walls, fences, gates, berms, trees, shrubbery, and sod and shall be located around the perimeter of the site and shall be at least 75 percent opaque.
 - (1) Buffers for abutting properties shall be a minimum of five feet for industrial properties, ten-foot minimum for commercial properties, and 20-foot minimum for residential properties.
- (d) The city council reserves the right to limit the hours of operation for any new recycling center.
- (e) Internet protocol (IP) based surveillance cameras must be installed and monitoring access given to the police department.

(Ord. No. 3072, 4, 10-7-09)

Sec. 31-556. Recycling facility.

- (a) (1) [*Generally.*] All separating, crushing, compacting, processing and equipment must be indoors.

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- a. The facility must include a roof and be entirely enclosed other than large roller/bay doors and windows.

All materials must be stored indoors on a concrete surface engineered to specific load with an oil and water separation pit to accommodate liquid collection and containment to ensure no contamination of ground water or soil. This includes the storage of materials waiting to be processed and processed materials waiting to be shipped. There shall be a minimum of 500 feet between proposed recycling facilities and residential properties.
 - b. These distances shall be measured along a straight line of travel from the location of proposed facilities property line to the nearest residential property line.
- (2) Landscape buffers must include a combination of walls, fences, gates, berms, trees, shrubbery, and sod and shall be located around the perimeter of the site and shall be at least 75 percent opaque.
- a. Buffers for abutting properties shall be a minimum of five feet for industrial properties and ten-foot minimum for commercial properties.
- (3) Shredding, smelting, melting or changing the chemical content of material is prohibited.
- (4) Standard hours of operation shall be 7:00 a.m. to 6:00 p.m. of the same day. The city council reserves the right to limit the hours of operation for any new recycling facility.
- (5) Internet protocol (IP) based surveillance cameras must be installed and monitoring access given to the police department.
- (b) *Building construction requirements.* All office and administrative buildings constructed and/or renovated in conjunction with the operation of a scrap metal processing or recycling facility must at a minimum meet the United States Green Building Council's Leadership in Energy and Environmental Design (LEED) Silver Certification prior to the issuance of a certificate of occupancy.
- (c) *Existing and nonconforming uses.* Existing scrap metal or recycling facilities existing prior to the adoption of this Code are exempt from these regulations unless and until one of the following occurs. If any of the conditions listed in this section occurs, every future use of such premises shall be in conformity with the provisions of this Code within one year. Nothing in this Code restricts existing facilities from adding or purchasing new processing equipment, however a building permit is required to add any fixed structure. Nothing herein shall be construed as allowing or permitting the addition of land to the nonconforming use.
- (1) Modification, repair, upgrades, additions, renovations, voluntary or caused by acts of nature, greater than 100 percent of the appraised value of the structure.
 - (2) If such nonconforming use of such structure is discontinued for a continuous period of 180 days.
- (d) *Parking requirements.* Parking shall be calculated using a combination of warehouse and office parking ratios added together for the total amount of spaces required. The warehouse ratio shall be calculated by the total square footage of storage area on the entire site at one space per 1,000 square feet up to 30 parking spaces with a letter or statement declaring the total number of employees that will be working at any given time. The office parking ratio shall be calculated by the total square footage of office space on the entire site at one space per 300 square feet.
- (e) *Site assessment.* Prior to operation of any facilities an American Society for Testing and Materials (ASTM) Phase 1 Environmental Site Assessment on the proposed site must be completed and submitted to the city for approval, said approval to occur within 30 days of submission of the site plan application.

(Ord. No. 3072, 4, 10-7-09)

Sec. 31-557. Residential docks.

(a) *Residential docks and related marine facilities and vessels.*

Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Boat lift means any device fixed to the ground, a seawall, post, piling or a dock, designed to lift watercraft clear of the water.

Canal means a stream or river or an artificial waterway with a width of less than 500 feet, which is not surrounded by land on all sides.

Canal dead end means the terminus or closed end section of a canal.

Dock means a floating, cantilevered, or pile supported structure, with a horizontal top surface, designed and used primarily for the securing of watercraft in the water, fishing, swimming or other water-related activity. The term dock shall include piers.

Dolphin means a single pile or cluster of closely driven piles used as a fender for a dock or as a mooring or guide for watercraft, but not used as a channel marker or as a dock piling.

Finger dock means a section of dock which extends roughly perpendicular to a shore-normal dock, but which is not a marginal dock. The term finger dock shall include "T" and "L" heads.

Marginal dock means a dock with the long axis is parallel to the shoreline, and which abuts the shoreline along its length.

Shore-normal dock means a dock with the long axis roughly perpendicular to the shoreline.

Mooring means any appliance used to secure a vessel other than to a dock or seawall.

Moored means attached to a dock or mooring facility.

Piling means the vertical support member of a dock, or a vertical member of relatively symmetrical cross-section, installed into the substrate and extending above the water to provide lateral support for a vessel.

Residential docks and related marine facilities means any structures and appurtenances thereto extending into or above any body of water from a residential zoning district, designed and used primarily for the securing of watercraft in the water, fishing, swimming or other water-related activity. It shall include docks, piers, terminal platforms, marginal docks, finger docks, boat lifts, wave attenuators, pilings, and dolphins.

Seawall means a vertical or near vertical wall between the water and the land, designed to hold back the soil, and prevent erosion of the soil.

Shoreline In canals, the shoreline is the platted property line of the subject property which is closest to and generally parallel to the canal. In all other waterbodies, the shoreline is the mean or ordinary high water line.

Side lines means the "projection" of the upland side property lines into the waterbody for purposes of side setbacks for residential docks and related marine structures and vessels in this chapter, as defined below:

- (1) On sovereignty submerged lands, side lines are the "riparian lines."
- (2) On privately owned submerged lands owned by the individual upland lot owner, the side lines are the side property lines.
- (3) On all submerged lands not included in a. or b. above, side lines shall be constructed as follows:

The landward end of the side line shall in every case be the intersection of the upland side property line with the shoreline. The side line projects waterward in a straight line from this point, over an

infinite length. The side line projects waterward at an angle perpendicular to the shoreline (see Figure 1 below), with the following exceptions:

Where the shoreline reaches an inflection point at its intersection with the side property line (see Figure 2 below), or within ten feet of its intersection with the side property line on one side of the side property line only (see Figure 3 below), the side line shall extend waterward at an angle which bisects the angles of the shoreline on either side of the inflection point. Where the shoreline reaches inflection points at or within ten feet of its intersection with the side property line on both sides of the side property line (see Figure 4 below), the side line shall extend waterward at an angle which bisects the angles of the shorelines beyond the inflection points.

For curved shorelines, the angle of the shoreline for purposes of this section is the angle of the tangent to the curve, whether it be at its intersection with the side property line, or at an inflection point (see Figures 5 and 6 below).

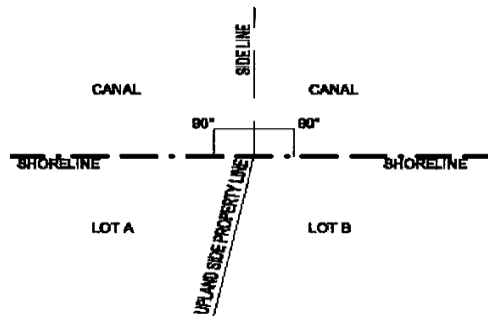


Figure 1

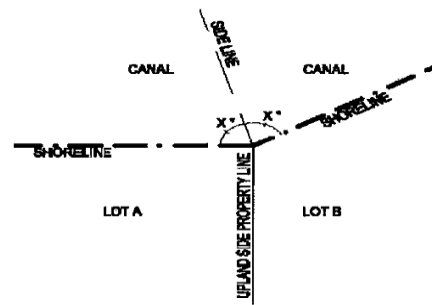


Figure 2

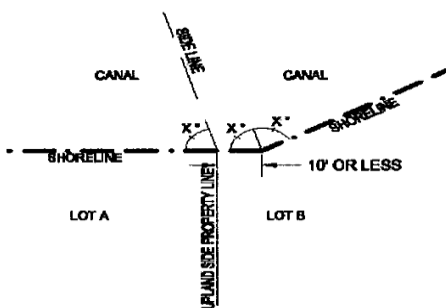


Figure 3

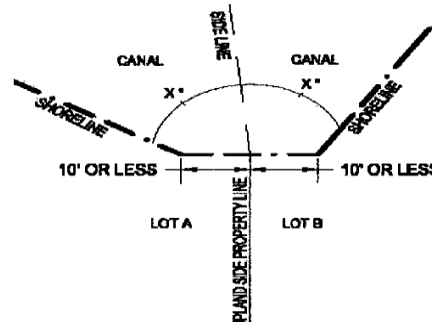


Figure 4

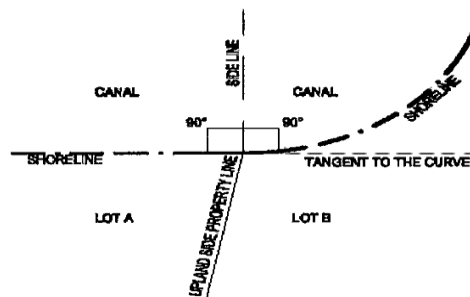


Figure 5

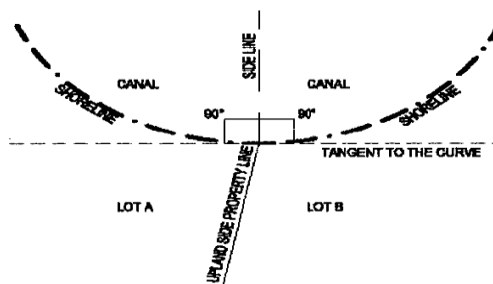


Figure 6

Vessel means a watercraft as defined in the definitions contained in F.S. Ch. 327.

Waterbody width means the distance from the shoreline of the subject property to the shoreline of the property across the waterbody, measured perpendicular to the shoreline of the subject property.

(b) *Docks and related marine facilities permitted as accessory use.*

- (1) Accessory use. Residential docks and related marine facilities, including but not limited to docks, piers, boat lifts, dolphins, pilings, and moorings are permitted as an accessory use to the principal residential structure in all residential zoning districts, subject to the requirements of this chapter.

(c) *Regulations governing construction in canals.*

- (1) The following regulations apply in canals within the city, reference the canals and waterbody map:

Residential docks and related marine facilities shall be setback from the side lines by five feet.

Except in the shore drive/palm drive canal, residential docks and related marine facilities shall not extend more than 25 percent of the waterbody width from the shoreline of the parcel to which the structure is accessory, or the following distance, whichever is less:

In the Lake Park Marina Canal, 21 feet.

In the Wilma Circle Canal, 30 feet, subject to any agreement with the submerged land property owner, Inlet Marina of Palm Beach, Ltd.

In the Gulfstream Way/Bimini Lane Canal, 30 feet.

In the Grand Bahama Lane Canal, 30 feet.

In the Morse Boulevard/Powell Drive Canal, 40 feet.

In the Sugar Sands Canal, 30 feet for properties fronting on Singer Drive, 40 feet for all other properties. The three longer, shore-normal existing docks on the south side are hereby specifically allowed to be maintained or rebuilt to the existing shore-normal and shore-parallel dimensions.

In the Yacht Harbor Canal (the finger extending east of the main harbor), 75 feet on the north and south sides, and 35 feet on the east side.

In the Shore Drive/Palm Drive canal, residential docks and related marine facilities shall not extend more than 33 percent of the waterbody width from the shoreline of the parcel to which the structure is accessory, or 25 feet, whichever is less.

On the north side of the Sugar Sands Canal, no vessel shall be moored in such a manner as to project more than 30 feet from the north side seawall.

Except in the Shore Drive/Palm Drive canal, no vessel shall be moored in such a manner as to obstruct more than 30 percent of the width of the waterbody in which the boat or other watercraft is moored.

In the Shore Drive/Palm Drive canal, no vessel shall be moored in such a manner as to obstruct more than 33 percent of the width of the canal.

Vessels shall be moored such that no part of a vessel, including anchors or lines, shall extend beyond the side lines.

Residential docks and related marine facilities shall be constructed in accordance with the following requirements and regulations:

- a. Marginal docks shall extend a maximum of eight feet out from the face of the bulkhead wall.
- b. Shore-normal docks shall not exceed a width of eight feet.
- c. Finger docks shall not exceed a width of eight feet.

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- d. No dock shall be located closer to the side property line extended than half of its extension waterside.
 - e. Shore-normal docks and finger docks shall be for vessel mooring only, and shall be spaced accordingly.
 - f. Wave attenuators shall not be permitted, except at the mouth of a canal.
 - g. Mooring buoys and anchors shall not be installed unless they are part of at least a two-point system which will secure the vessel within the limits specified in this chapter.
- (d) *Regulations governing construction in waterbodies other than canals.*
- (1) The following regulations apply in waterbodies other than canals, within the city:
- Residential docks and related marine facilities shall be setback from the side lines by five feet.
- Residential docks and related marine facilities shall not be located more than 25 percent of the waterbody width, or 200 feet, whichever is less, from the shoreline of the parcel to which the structure is accessory.
- No vessel shall be moored in such a manner as to obstruct more than 25 percent of the width of the waterbody in which the boat or other watercraft is moored, or to unreasonably infringe on navigation. No part of a boat shall be moored so as to extend beyond the side lines.
- Residential docks and related marine facilities shall be constructed in accordance with the following requirements and regulations:
- Marginal docks or piers shall extend a maximum of 12 feet out from the face of the bulkhead wall.
- Shore-normal docks shall not exceed a width of ten feet for a single-family dock, and twelve feet for a multi-family dock.
- Finger docks shall not exceed a width of ten feet for a single-family dock, and twelve feet for a multi-family dock.
- Any dock or overwater decking other than a marginal dock, and/or a single shore-normal dock and finger dock shall be for vessel mooring only and shall be spaced accordingly.
- (e) *Regulations governing construction in all waterbodies.*
- The following regulations apply in all waterbodies within the city:
- Each dock shall be provided with at least one ladder extending from the dock surface to one foot below mean low water.
- Enclosures prohibited. Residential docks and related marine facilities shall not contain walls, roofs, coverings, or enclosures, other than dock boxes, covered or uncovered fish cleaning tables, utility pedestals, and trash receptacles.
- Canal dead end or inside corner. In regard to construction waterside of any platted lot at the dead end of a canal or on the inside corner of a waterbody, a dock or a pier may be placed zero feet from the side line when all of the following requirements are complied with:
- The lots abutting the side line shall be in a RS-5 Single Family Dwelling District.
- At least one of the lots abutting the side line shall have less than 75 feet frontage on the water.
- A dock or pier shall be constructed at the same time, by each of the abutting owners, with both owners' consent, on both sides of the side line in question.
- The dock or pier on a lot shall be structurally independent of the dock or pier on the adjacent lot.

Commercial use prohibited. Use of residential docks and related marine facilities for commercial purposes is prohibited. However, the following shall not be construed to be "for commercial purposes": rental of a private residence with a dock or pier; construction by a developer of a dock or pier; or the sole act of mooring a commercial vessel at the vessel owner's private residential dock (this shall not be construed to allow commercial loading or unloading operations, or embarking or disembarking of paid personnel or passengers for hire). No dock shall contain an advertising sign.

Use of residential docks. Residential docks shall be used only by residents or their guests, and shall not be used by or rented or leased to nonresidents other than owners of the principal dwelling or dwellings. For the purpose of this section, the term guest shall mean a person or persons visiting the resident. In any case, a guest vessel may not be moored at the dock more than 60 nights within one calendar year.

Lighting. Artificial lighting may be installed on a dock for security or safety. Applicant must provide documentation that lighting will not adversely affect surrounding properties. Blinking or intermittent lights are prohibited.

Floating docks. Floating docks are permitted, subject to conformance with all requirements of this section and all applicable building codes.

(f) *Permits required.*

(1) Building permit required:

- a. A building permit is required for construction or expansion of all residential docks and related marine facilities, and for installation of lighting or other electrical facilities on such structures. The building permit shall be obtained prior to initiation of the construction or expansion.
- b. A building permit is not required for nonstructural repairs or maintenance, or for replacement of deck boards or something similar.

(2) Additional application requirements.

- a. Proof that the applicant is the owner of the upland residential property adjacent to the waterbody.
- b. Two sets of construction plans prepared by and under the seal of a Florida Licensed Professional Engineer. Plans shall include a site plan drawn to scale sufficient to represent all elements of the proposed facilities, the shoreline/seawall of the upland property from which the dock will project, top of seawall elevation, the docks and related marine facilities of the adjacent properties, and the docks and related marine facilities across the waterbody from the proposed facilities, if within 100 feet of the proposed facilities. Adjacent and nearby facilities owned by others may be scaled from an aerial photograph, if indicated as such on the site plan, and if field verified by observation concurrent with preparation of the site plan.
- c. Written authorization for the proposed dock from the Florida Department of Environmental Protection (DEP) or South Florida Water Management District (SFWMD), and the U.S. Army Corps of Engineers (Corps), is required. A printout from the DEP's self-certification website shall be sufficient to meet this requirement, if it provides the applicable authorization. Such written approval shall not be expired.

(3) Supporting documentation.

- a. In addition to the specific limits provided in this section, the proposed residential docks and related marine facilities and vessel mooring shall not preclude abutting or adjacent property owners from constructing residential docks or related marine facilities in accordance with this section.

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- b. In addition to the specific limits provided in this section, the proposed residential docks and related marine facilities and vessel mooring shall not preclude abutting or adjacent property owners from mooring, maneuvering, or usage associated with their residential docks or related marine facilities legally existing or constructed in accordance with this section.
 - (g) *Maintenance.* Residential docks and related marine facilities shall be maintained by the property owner in a safe, properly maintained condition as determined by the city code administrator. A licensed contractor or the property owner by way of owner builder building permit shall perform all work on residential docks and related marine facilities. A residential dock or related marine facility which is determined by the building official to be in an unsafe condition is hereby declared a public nuisance.
 - (h) *Nonconforming structures.* Unless otherwise provided for, any existing residential dock or related marine facility that does not meet the requirements of this chapter shall not be added to or altered in any manner so as to increase the extent to which the structure is in violation of applicable requirements. Any existing residential dock or related marine facility legally constructed prior to this section may be repaired or replaced, except that if the residential dock or related marine facility has failed or been destroyed, it must be repaired or replaced within two years of its failure or destruction, or meet the other provisions of this section. Such docks shall be subject to all provisions of this Code relating to unsafe structures.
 - (i) *Measurement of docks and marine facilities.* Unless otherwise provided herein, any required measurement associated with a dock or related marine facility shall be made from the property line of the property to which the dock or facility is accessory.

(Ord. No. 3076, § 1, 4-7-10)

Sec. 31-558. Portable storage containers.

- (a) Portable storage containers. Portable storage container and/or any temporary storage unit, means any portable, weather-resistant receptacle designed and used for the temporary storage or shipment of household goods.
- (b) Portable storage containers are allowed in residential zoning districts.
- (c) A permit must be obtained from the city building division. The permit is valid for 30 days from the date of delivery of container. The following must be submitted with the permit application for the portable storage container.
 - (1) Two copies of a drawing or plan showing the location of the portable storage container to scale on the property.
 - (2) If applicable a copy of an approval letter from the property's Home Owners Association or Property Owners Association is required.
- (d) If a storage container is to be located on the property more than 30 days, an extension to the permit must be approved by the building official and a fee must be paid for the permit extension. This process must be followed for each subsequent permit extension. Additional fees will be required for each 30 days extension at increasing intervals to a maximum of three months. After which time if the portable storage container is not removed a citation from code enforcement will be issued for the maximum civil penalty of up to \$500.00 per day.
- (e) No storage container shall be located closer than five feet from a property line unless approved by the community development director.
- (f) No storage container shall obstruct traffic vision or be located within a visibility triangle which is the triangular area of property located at a corner formed by the intersection of two or more public rights-of-

way. Two sides being 25 feet in length along the abutting public right-of-way lines and pavement edges, measured from their point of intersection, and the third side being a line connecting the ends of the two other sides.

- (g) No portable storage container shall have dimensions greater than 20 feet in length and eight feet in width and height. Storage capacity shall be no greater than 1,280 cubic feet.
- (h) Not more than two portable storage containers smaller than 20 feet by eight feet and totaling 1,280 cubic feet shall be located on a property at any given time. Each separate portable storage container must be permitted and appropriate fees paid.
- (i) All portable storage containers in use on a lot shall be in a condition free from rust, peeling paint and other visible forms of deterioration.
- (j) In cases of emergency caused by natural disasters, floods, and fires a portable storage container may be acquired and a permit obtained after the fact within one week of the portable storage containers delivery. All other rules of portable storage container code must be followed and proof of the emergency will be required.
- (k) No portable storage container is to be located in the street or any part of the public right-of-way.

(Ord. No. 3097, § 1, 7-6-11)

Sec. 31-559. Medical marijuana.

Medical marijuana treatment centers and/or medical marijuana treatment center dispensing facilities are strictly and specifically prohibited within all city zoning districts and within the jurisdictional boundaries of the city.

(Ord. No. 4109, § 3, 5-2-18)

Sec. 31-560. Community residences and recovery communities—purpose.

The purpose of sections 31-561 and 31-562 is to provide for the general health, safety, and welfare of the City of Riviera Beach; to provide for the inclusion of persons with disabilities into residential settings by preventing *de facto* social service districts; and to protect persons with disabilities residing in community residences and recovery communities by establishing reasonable requirements for certification, licensure, or the equivalent.

(Ord. No. 4243, § 20, 2-21-24)

Sec. 31-561. Standards for community residences.

- (a) *Allowed zoning districts.* Community residences are allowed as follows:
 - (1) Type I community residences (up to six residents): are a permitted use in all zoning districts that allow residential uses, subject to the requirements of this section.
 - (2) Type II community residences (between seven and 14 residents): are a permitted use in all zoning districts that allow multifamily housing, subject to the requirements of this section.
- (b) *Typical uses.*
 - (1) Type I and Type II community residences include, but are not limited to, residential settings for persons who meet the following criteria:
 - a. A person residing in an adult family care home as defined by F.S. § 429.65(2).

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- b. A physically disabled or handicapped person as defined in F.S. § 760.22(7).
 - c. A developmentally disabled person as defined in F.S. § 393.063(9)
 - d. A non-dangerous person with a mental illness as defined in F.S. § 394.455(18).
 - e. A child as defined in F.S. § 39.01(12) and (14); or
 - f. A person suffering from addiction receiving care and treatment in a recovery residence.
- (2) In addition, Type II community residences include those residences as defined by section 419.001(1)(a), Florida Statutes.
- (c) *License, Certification, or Recertification Requirements.*
- (1) Community residences are required to have and maintain any license or certification that the State of Florida requires.
 - (2) Recovery residences, except for chartered Oxford Houses, are required to be certified by the Florida Association of Recovery Residences (FARR). An existing recovery residence that, as of the effective date of Ordinance No. 4243, does not meet the requirements of this subsection shall have until December 31, 2024, to come into compliance or shall cease operation and safely relocate residents.
 - (3) A community residence that has been denied a license or certification the State of Florida requires or a FARR certification or an Oxford House charter, or had such license, certification, or charter revoked, suspended, or denied renewal, shall cease operation within 60 days of the revocation, suspension, or denied renewal and safely relocate residents.
- (d) *Siting/Location.* A community residence shall not be located within a 660-foot radius of an existing community residence and shall not be located within a 1,200-foot radius of an existing recovery community.
- (e) Persons with disabilities may seek reasonable accommodation with respect to the requirements for community residences pursuant to section 31-9 of this chapter, which sets forth the procedure for such requests.
- (Ord. No. 4243, § 21, 2-21-24)

Sec. 31-562. Standards for recovery communities.

- (a) *Allowed zoning districts.* Recovery communities are a permitted use in all zoning districts that allow multifamily dwellings, subject to the requirements of this section.
- (b) *License, certification, or recertification requirements.*
 - (1) Recovery communities are required to have and maintain any license or certification that the State of Florida requires.
 - (2) Recovery communities are required to be certified by the Florida Association of Recovery Residences (FARR). An existing recovery community that, as of the effective date of Ordinance No. 4243, does not meet the requirements of this subsection shall have until December 31, 2024, to come into compliance or shall cease operation and safely relocate residents.
 - (3) A recovery community that has been denied a license or certification the State of Florida requires or a FARR certification, or had such license or certification revoked, suspended, or denied renewal, shall cease operation within 60 days of the revocation, suspension, or denied renewal and safely relocate residents.
- (e) *Siting/Location.* A recovery community shall not be located within 1,200 linear feet of an existing recovery community and shall not be located within 1,200 linear feet of an existing community residence. Linear feet

shall be measured from the nearest property line of the proposed recovery community to the nearest property line of the closest existing recovery community or community residence.

- (f) Persons with disabilities may seek reasonable accommodation with respect to the requirements for recovery communities pursuant to section 31-9 of this chapter, which sets forth the procedure for such requests.

(Ord. No. 4243, § 22, 2-21-24)

Sec. 31-563. Standards for non-residential medical uses.

- (a) *Purpose.* The purpose of this section is to provide for the siting of medical treatment centers that are not residential in nature, to include hospitals, specialty medical facilities, and specialty hospitals, while ensuring that such facilities do not interfere with residential character of adjacent communities by causing excessive noise, light, and traffic.
- (b) Specialty medical facilities shall comply with the following standards:
- (1) *Separation from residential uses.* The facility shall be at least 250 feet from a residential zoning district.
 - (2) *Overnight treatment.* Overnight treatment is prohibited.
 - (3) *Hours of operation.* The facility shall not offer treatment or services between the hours of 10 p.m. and 7 a.m.
- (c) Specialty hospitals shall comply with the following standards:
- (1) *Separation from residential uses.* The hospital shall be at least 500 feet from a residential zoning district.
 - (2) *Overnight treatment.* Overnight treatment is permitted.
 - (3) *Hours of operations.* The hospital may be open 24 hours per day.
 - (4) The specialty hospital shall be located on a site that has an area of at least three acres and fronts on or has direct access to and from an arterial or collector street.
 - (5) Vehicular access and circulation systems and exterior signage shall be designed to provide safe and separate emergency vehicle access to the specialty hospital, with minimal conflicts with other vehicular or pedestrian traffic in the area.
 - (6) A perimeter security plan is required and shall address at a minimum vehicular and pedestrian access to site, parking areas, and lighting.
 - (7) Outdoor recreation and/or passive space shall be provided for both patients and visitors.
- (d) Hospitals shall comply with the following standards:
- (1) *Separation from residential uses.* The hospital shall be at least 500 feet from a residential zoning district.
 - (2) *Overnight treatment.* Overnight treatment is permitted.
 - (3) *Hours of operations.* The hospital may be open 24 hours per day.
 - (4) The hospital shall be located on a site that has an area of at least four acres and fronts on or has direct access to and from an arterial or collector street.
 - (5) Vehicular access and circulation systems and exterior signage shall be designed to provide safe and separate emergency vehicle access to the hospital, with minimal conflicts with other vehicular or pedestrian traffic in the area.

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- (6) A perimeter security plan is required and shall address at a minimum vehicular and pedestrian access to site, parking areas, and lighting.
 - (7) Outdoor recreation and/or passive space shall be provided for both patients and visitors.

(Ord. No. 4243, § 23, 2-21-24)

Sec. 31-564 Development standards for narrow lots of record.

(a) Purpose. The purpose of this section is to enable the development of legally created nonconforming lots of record having a minimum width of twenty-five (25) feet, while ensuring quality design and compatibility with the character of surrounding residential neighborhoods. This section is intended to remove regulatory barriers to infill residential development, increase housing supply, and support economic development without authorizing the creation of new substandard lots.

(b) Applicability. The standards in this section shall apply to all legally created nonconforming lots of record having a minimum width of twenty-five (25) feet that are located within any zoning district listed below. The standards shall govern (i) the construction of new principal structures and (ii) additions, expansions, or façade alterations of existing principal structures on such lots. Nothing in this section shall be interpreted to permit the creation of new lots that do not meet the minimum lot width requirements of the underlying zoning district or of Chapter 30 – Subdivisions.

(c) Eligibility. A lot is eligible for development under this section if:

- (1) The lot was legally created and recorded prior to the effective date of this section; and
- (2) The lot has a minimum width of twenty-five (25) feet.
- (3) Located within the following Zoning Districts: RS-6, RS-8, RD-15 & RM-15.

(d) Property development standards. Notwithstanding the minimum lot width and yard requirements of the underlying zoning district, the following standards shall apply to lots developed under this section:

- (1) Use. The lot may be developed with a single-family dwelling and its customary accessory uses.
- (2) Side yard setback. The minimum side yard setback shall be three (3) feet on each side of the principal structure.
- (3) Maximum lot coverage. Maximum lot coverage by all principal and accessory structures shall not exceed sixty percent (60%) of the total lot area.
- (4) Other standards. All other property development standards of the underlying zoning district, including maximum building height, front setback, rear setback, and minimum floor area, shall remain applicable.

(e) Building form and frontage.

- (1) The principal structure shall have a minimum building width of nineteen (19) feet, measured along the front building line.
- (2) Narrow, disproportionate “shoe box” structures shall be avoided through articulation, recesses, or projections in the building plane.

(f) Façade design.

- (1) All façades of the principal structure shall include windows, doors, and architectural features such as recesses, projections, or material changes to avoid blank walls.

(2) Blank walls exceeding ten (10) feet in horizontal length shall be prohibited on any street-facing or side elevation.

(3) The primary entrance shall be clearly defined through the use of porches, stoops, recessed entries, or other architectural features.

(g) Exterior building materials.

(1) Permitted. Permitted exterior wall materials include stucco, masonry, brick, fiber cement siding, engineered wood products, and other durable materials meeting Florida Building Code wind exposure requirements.

(2) Prohibited. The following exterior wall materials shall be prohibited:

a. Unfinished concrete masonry units;

b. Corrugated metal panels not designed for residential application;

c. Plywood, vinyl siding less than 0.044 inches in thickness, and other temporary materials; and

d. Highly reflective or unfinished metal sheeting.

(h) Roof design and materials.

(1) Slope. Roofs shall be designed with a minimum slope of 4:12, except where a flat or low-slope roof is incorporated as part of a cohesive architectural design.

(2) Parapets. Where flat or low-slope roofs are utilized, parapets or other architectural features shall be provided for beautification and to screen the roofline and any rooftop equipment from the public right-of-way.

(3) Permitted materials. Permitted roofing materials include architectural or dimensional asphalt shingles, standing-seam or similar concealed-fastener metal roofing systems, concrete tile, clay tile, and comparable durable materials.

(4) Prohibited materials. The following roofing materials shall be prohibited:

a. Exposed corrugated metal sheets not designed for residential structures;

b. Highly reflective or unfinished materials; and

c. Temporary roofing materials.

(5) Articulation. Roof design shall incorporate variation or articulation, such as gables, hips, dormers, or changes in plane, to avoid large, uninterrupted roof surfaces.

(i) Compatibility. All structures developed under this section shall be designed to be compatible with surrounding residential development in terms of scale, materials, and overall character. No specific architectural style is required.

(j) Mechanical Equipment.

(1) Mechanical Equipment. All ground-mounted heating, ventilation, air-conditioning equipment, generators, utility equipment, and similar mechanical equipment serving the principal structure shall be located within the rear yard and shall be screened from view from the public right-of-way.

(k) Fencing.

(1) Fencing. A fence shall be installed along the side and rear property lines of the lot. Required fencing shall be constructed of wood or PVC/vinyl and shall comply with the applicable height, location, visibility, easement, and permitting requirements of Section 31-547.

31-565. Reserved.

PART II - CODE OF ORDINANCES
Chapter 31 - ZONING
ARTICLE V. - DISTRICT REGULATIONS
DIVISION 3. RS-6 SINGLE-FAMILY DWELLING DISTRICT

DIVISION 3. RS-6 SINGLE-FAMILY DWELLING DISTRICT

Sec. 31-136. Purpose.

The RS-6 single-family dwelling district is intended to promote and preserve single-family dwellings as principal uses and uses incidental or accessory thereto together with recreational, religious and educational facilities.

(Ord. No. 2152, § 3(B)(23.AA-6.I), 3-17-82)

Sec. 31-137. Use regulations.

- (a) *Uses permitted.* The following uses are permitted in the RS-6 single-family dwelling district:
- (1) Single-family dwellings and their customary accessory uses.
 - (2) Parks, playgrounds and recreation facilities under the supervision of the city.
 - (3) Home occupations.
- (b) *Special exception.* The following uses are permitted by special exception in the RS-6 single-family dwelling district: Churches and their educational buildings.

(Ord. No. 2152, § 3(B)(23.AA-6.II), 3-17-82; Ord. No. 2624, § 2, 2-16-94; Ord. No. 2657, § 1, 3-15-95)

Sec. 31-138. Property development standards.

The property development standards in the RS-6 single-family dwelling district are as follows:

- (1) Minimum property size: 6,500 square feet.
- (2) Minimum property width: 60 feet at the building line.
- (3) Maximum building height: 35 feet.
- (4) Minimum building setbacks:
 - a. Front: 25 feet.
 - b. Side: ~~ten percent of width of lot or~~ 7½ feet; 12½ feet on street side.
 - c. Rear: 15 percent of the length of the lot; need not be more than 25 feet.
- (5) Minimum floor area: ~~1,000~~ 500 square feet exclusive of attached garages, carports, terraces, breezeways and porches.

(Ord. No. 2152, § 3(B)(23.AA-6.III), 3-17-82)

Sec. 31-139. Parking.

The parking regulations in the RS-6 single-family dwelling district shall be as stated in section 31-566 et seq.

(Ord. No. 2152, § 3(B)(23.AA-6.IV), 3-17-82)

Sec. 31-140. Landscaping.

The landscaping requirements in the RS-6 single-family dwelling district shall be as stated in section 31-596 et seq.

(Ord. No. 2152, § 3(B)(23.AA-6.V), 3-17-82)

Sec. 31-141. Nonconforming lots and structures.

- (a) *Lots.* If a vacant lot in the RS-6 single-family dwelling district has an area or width, or both, less than the above minimum and was a lot of record at the time of the passage of the ordinance from which this article was derived, the lot may be occupied by a single-family dwelling and its accessory uses, provided the minimum yard regulations of the district are conformed with.
- (b) *Structures.* All nonconforming structures in the RS-6 district which legally existed prior to adoption of the ordinance from which this article was derived shall be allowed to expand within the required setback lines without the necessity of first obtaining a variance.

(c) *Development of narrow lots of record.* A legally created lot of record having a minimum width of twenty-five (25) feet may be developed with a single -family dwelling, subject to the development standards stated in Section 31-564.

(Ord. No. 2152, § 3(B)(23.AA-6.VI), 3-17-82; Ord. No. 2169, § 2, 7-21-82; Ord. No. 2213, § 1, 9-21-83; Ord. No. 4243, § 4, 2-21-24)

Sec. 31-142. Site plan review.

A site plan review in accordance with section 31-56 et seq. is required for the uses permitted by section 31-137(a)(2) and (a)(3).

(Ord. No. 2152, § 3(B)(23.AA-6.VII), 3-17-82)

Secs. 31-143—31-155. Reserved.

PART II - CODE OF ORDINANCES
Chapter 31 - ZONING
ARTICLE V. - DISTRICT REGULATIONS
DIVISION 4. RS-8 SINGLE-FAMILY DWELLING DISTRICT

DIVISION 4. RS-8 SINGLE-FAMILY DWELLING DISTRICT

Sec. 31-156. Purpose.

The RS-8 single-family dwelling district is intended to provide areas within which single-family dwellings with accessory uses can thrive as a principal use and can be protected from the more intense activities or land uses. Recreational, religious and educational facilities shall also be permitted.

(Ord. No. 2152, § 3(B)(23.AA-7.I), 3-17-82)

Sec. 31-157. Use regulations.

- (a) *Uses permitted.* The following uses are permitted in the RS-8 single-family dwelling district:
- (1) Single-family dwellings and their customary accessory uses.
 - (2) Parks, playgrounds and recreation facilities under the supervision of the city.
 - (3) Libraries, community centers; buildings or land used exclusively by the federal, state, county or city governments for public purposes.
 - (4) Home occupations.
- (b) *Special exception.* The following uses are permitted by special exception in the RS-8 single-family dwelling district: Churches and their educational buildings.

(Ord. No. 2152, § 3(B)(23.AA-7.II), 3-17-82; Ord. No. 2624, § 2, 2-16-94; Ord. No. 2657, § 1, 3-15-95)

Sec. 31-158. Property development standards.

The property development standards in the RS-8 single-family dwelling district are as follows:

- (1) Minimum property size: 5,000 square feet.
- (2) Minimum property width: 50 feet at the building line.
- (3) Maximum building height: 35 feet.
- (4) Minimum building setbacks:
 - a. Front: 20 feet.
 - b. Side: seven feet; 12½ feet on street side abutting street.
 - c. Rear: 15 percent of the length of the lot; need not be more than 20 feet.
- (5) Minimum floor area: ~~800~~ 500 square feet exclusive of attached garages, carports, terraces, breezeways and porches.

(Ord. No. 2152, § 3(B)(23.AA-7.III), 3-17-82)

Sec. 31-159. Parking.

The parking regulations in the RS-8 single-family dwelling district shall be as stated in section 31-566 et seq. (Ord. No. 2152, § 3(B)(23.AA-7.IV), 3-17-82)

Sec. 31-160. Landscaping.

The landscaping requirements in the RS-8 single-family dwelling district shall be as stated in section 31-596 et seq.

(Ord. No. 2152, § 3(B)(23.AA-7.V), 3-17-82)

Sec. 31-161. Nonconforming lots and structures.

- (a) *Lots.* If a vacant lot in the RS-8 single-family dwelling district has an area or width, or both, less than the above minimum and was a lot of record at the time of the passage of the ordinance from which this article was derived, the lot may be occupied by a single-family dwelling and its accessory uses, provided the minimum yard regulations of the district are conformed with.
- (b) *Structures.* All nonconforming structures in the RS-8 district which legally existed prior to adoption of the ordinance from which this article was derived shall be allowed to expand within the required setback lines without the necessity of first obtaining a variance.
- (c) *Open carport.* An open carport may be built to within five feet of the property line on one side of a residence in a subdivision that has 75 percent or more of the lots with houses existing and on lots 50 feet in width in existing subdivisions of record; provided, however, a clear distance of ten feet is maintained between the eaves of the carport and the eaves of the building on the adjoining property. Carports set closer than seven feet from the property lines shall not be enclosed.

(d) Development of narrow lots of record. A legally created lot of record having a minimum width of twenty-five (25) feet may be developed with a single -family dwelling, subject to the development standards stated in Section 31-564.

Sec. 31-162. Site plan review.

A site plan review in accordance with section 31-56 et seq. is required for the uses permitted by section 31-157(a)(2)—(a)(4).

(Ord. No. 2152, § 3(B)(23.AA-7.VII), 3-17-82)

Secs. 31-163—31-175. Reserved.

PART II - CODE OF ORDINANCES
Chapter 31 - ZONING
ARTICLE V. - DISTRICT REGULATIONS
DIVISION 5. RD-15 TWO-FAMILY DWELLING DISTRICT

DIVISION 5. RD-15 TWO-FAMILY DWELLING DISTRICT

Sec. 31-176. Purpose.

The RD-15 two-family dwelling district is intended primarily for development and preservation of duplex residential structures and their incidental or accessory uses. Recreational, religious and educational facilities, if found to be appropriate, shall also be permitted.

(Ord. No. 2152, § 3(B)(23.AA-8.I), 3-17-82)

Sec. 31-177. Use regulations.

(a) *Uses permitted.* The following uses are permitted in the RD-15 two-family dwelling district:

- (1) Single-family dwellings and their customary accessory uses.
- (2) Dwelling structures for two-family use (duplex).
- (3) Parks, playgrounds and recreation facilities under the supervision of the municipality.
- (4) Group homes and adult congregate living facilities.
- (5) Home occupations.

(b) *Special exception.* The following uses are permitted by special exception in the RD-15 two-family dwelling district: Churches and their educational buildings.

(Ord. No. 2152, § 3(B)(23.AA-8.II), 3-17-82; Ord. No. 2213, § 1, 9-21-83; Ord. No. 2624, § 2, 2-16-94; Ord. No. 2657, § 1, 3-15-95)

Sec. 31-178. Property development standards.

The property development standards in the RD-15 two-family dwelling district are as follows:

- (1) Minimum property size:
 - a. Single-family dwelling: 5,000 square feet.
 - b. Two-family dwelling: 5,500 square feet.
- (2) Minimum property width: 50 feet at building line.
- (3) Maximum building height: 35 feet or two stories.
- (4) Minimum building setbacks:
 - a. Front: 25 feet.
 - b. Side: seven feet; 12½ feet on street side abutting street.
 - c. Rear: 20 feet.

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- (5) Minimum floor area: 700 square feet for each multiple-family unit and 800 square feet for single-family units, exclusive of attached garages, carports, terraces, breezeways and porches.

(Ord. No. 2152, § 3(B)(23.AA-8.III), 3-17-82)

Sec. 31-179. Parking.

The parking regulations in the RD-15 two-family dwelling district shall be as stated in section 31-566 et seq.

(Ord. No. 2152, § 3(B)(23.AA-8.IV), 3-17-82)

Sec. 31-180. Landscaping.

The landscaping requirements in the RD-15 two-family dwelling district shall be as stated in section 31-596 et seq.

(Ord. No. 2152, § 3(B)(23.AA-8.V), 3-17-82)

Sec. 31-181. Nonconforming lots and structures.

- (a) *Lots.* If a vacant lot in the RD-15 two-family dwelling district has an area or width, or both, less than the above minimum and was a lot of record at the time of the passage of the ordinance from which this article was derived, the lot may be occupied by a single-family dwelling and its accessory uses, provided the minimum yard regulations of the district are conformed with.
- (b) *Structures.* All nonconforming structures which legally existed prior to adoption of the ordinance from which this article was derived shall be allowed to expand within the required setback lines without the necessity of first obtaining a variance.
- (c) *Development of narrow lots of record.* A legally created lot of record having a minimum width of twenty-five (25) feet may be developed with a single -family dwelling, subject to the development standards stated in Section 31-564.

(Ord. No. 2152, § 3(B)(23.AA-8.VI), 3-17-82; Ord. No. 2213, § 1, 9-21-83)

Sec. 31-182. Site plan review.

A site plan review in accordance with section 31-56 et seq. is required for the uses permitted by section 31-178(a)(3) and (a)(4).

(Ord. No. 2152, § 3(B)(23.AA-8.VII), 3-17-82; Ord. No. 2213, § 1, 9-21-83)

Secs. 31-183—31-185. Reserved.

DIVISION 7. RM-15 MULTIFAMILY DWELLING DISTRICT

Sec. 31-196. Purpose.

The RM-15 multifamily dwelling district is intended to provide for development of multifamily dwellings, and allows a medium density of population. The district is basically residential in character, although customary accessory uses and amenities are permitted as a subordinate use to the main structure.

(Ord. No. 2152, § 3(B)(23.AA-9.I), 3-17-82)

Sec. 31-197. Use regulations.

- (a) *Uses permitted.* The following uses are permitted in the RM-15 multifamily dwelling district:
- (1) Any use permitted in the RS-8 single-family dwelling district.
 - (2) Multifamily dwelling units.
- (b) *Special exception.* The following uses are permitted by special exception in the RM-15 multifamily dwelling district:
- (1) Residential planned unit developments (R-PUD).
 - (2) Day care centers.
 - (3) Mobile home parks.
 - (4) Boardinghouses or lodging houses.
 - (5) Guest houses or tourist homes.
 - (6) Churches and their educational buildings.

(Ord. No. 2152, § 3(B)(23.AA-9.II), 3-17-82; Ord. No. 2386, § 1, 9-7-88; Ord. No. 2624, § 2, 2-16-94; Ord. No. 2657, § 3, 3-15-95; Ord. No. 4243, § 8, 2-21-24)

Sec. 31-198. Property development standards.

The property development standards in the RM-15 multifamily dwelling district are as follows:

- (1) Minimum property size/density:
 - a. Single-family dwelling: 5,000 square feet.
 - b. Two-family dwelling: 5,500 square feet.
 - c. Three-family dwelling: 7,000 square feet.
 - d. Four-family dwelling: 8,500 square feet.
 - e. Five or more units shall be density based, and shall be expressed in terms of maximum number of residential dwelling units permitted per acre of land. Maximum permitted density shall be 15 dwelling units per acre.

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- (2) Minimum property width:
 - a. One-family and two-family: 50 feet at the building line.
 - b. Three-family and four-family dwellings: 60 feet at the building line.
 - c. Five-family units and greater: 70 feet at the building line.
 - (3) Maximum building height: 35 feet or three stories.
 - (4) Minimum building setbacks:
 - a. Front: 20 feet.
 - b. Side: seven feet; 12½ feet on street side.
 - c. Rear: 15 percent of the length of the lot or 20 feet, whichever is less.
 - (5) Minimum floor area:
 - a. Efficiencies: 400 square feet.
 - b. One-bedroom apartments: 650 square feet.
 - c. Two-bedroom apartments: 750 square feet. For each additional bedroom, total square footage shall increase by 100.
 - d. Single family homes: 800 square feet.

(Ord. No. 2152, § 3(B)(23.AA-9.III), 3-17-82; Ord. No. 2213, § 1, 9-21-83; Ord. No. 3021, § 2, 11-15-06)

Sec. 31-199. Parking.

The parking regulations in the RM-15 multifamily dwelling district shall be as stated in section 31-566 et seq.

(Ord. No. 2152, § 3(B)(23.AA-9.IV), 3-17-82)

Sec. 31-200. Landscaping.

The landscaping requirements in the RM-15 multifamily dwelling district shall be as stated in section 31-596 et seq.

(Ord. No. 2152, § 3(B)(23.AA-9.V), 3-17-82)

Sec. 31-201. Nonconforming lots and structures.

- (a) Regulations governing nonconforming lots and structures in the RM-15 multifamily dwelling district shall be the same as those for the RS-8 single-family dwelling district.
- (b) Development of narrow lots of record. A legally created lot of record having a minimum width of twenty-five (25) feet may be developed with a single -family dwelling, subject to the development standards stated in Section 31-564.

(Ord. No. 2152, § 3(B)(23.AA-9.VI), 3-17-82)

Sec. 31-202. Site plan review.

A site plan review shall be required for all permitted uses in the RM-15 multifamily dwelling district except residential developments with up to and including five units.

(Ord. No. 2152, § 3(B)(23.AA-9.VII), 3-17-82)

Secs. 31-203—31-220. Reserved.