

**DECLARATION OF USE
AGREEMENT**

by

THE TOWN OF PALM BEACH

and

_WEG PARAMOUNT, LLC

and

LW HOSPITALITY, LLC

_____, 202_____

DECLARATION OF USE AGREEMENT

THIS DECLARATION OF USE AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 202__ by and between the TOWN OF PALM BEACH, a Florida municipal corporation, 360 South County Road, Palm Beach, Florida 33480 (hereinafter called "Town") and WEG PARMAMOUNT, LLC (hereinafter called "Owner", and LW HOSPITALITY, LLC (hereinafter "Operator") which terms "Town" and "Owner" and "Operator" will include and bind the successors and assigns of the parties, wherever the context so requires or admits.

WITNESSETH:

WHEREAS, the land described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Land" or " Club Location") is located within the municipal limits of the Town; and

WHEREAS, the Club Location falls within the Town's C-TS Zoning District; and

WHEREAS, the Town Council conditionally approved Application Number ZON-23-020 on _____, 202__ which granted an application for special exception, site plan review and variances to permit a private club use in the C-TS zoning district

_____ ; and

WHEREAS, all of the representations made herein are true and accurate and the approval of the Special Exceptions / Site Plans / Variances are conditioned upon the representations made herein and all of the conditions herein imposed; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed as follows:

ARTICLE I RECITALS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof.

**ARTICLE II
REPRESENTATION OF AUTHORITY**

Owner and Operator full right to enter into this Agreement and to bind the [Space, Building, Land] and itself to the terms hereof. There are no covenants, restrictions or reservations of record that will prevent the use of the Land in accordance with the terms and conditions of this Agreement. No consent to execution, delivery and performance hereunder is required from any person, partner, limited partner, creditor, investor, judicial or administrative body, governmental authority, or other party other than any such consent which already has been unconditionally given or referenced herein. The execution of this Agreement or the consummation of the transactions contemplated herein will not violate any restriction, court order or agreement to which the Club or Land are subject.

**ARTICLE III
[TYPE OF] USE**

The private club use that is the subject of this Agreement shall be as set forth in the application submitted to the Town as ZON-23-020 and approved by the Town Council on _____, 202__ as the same may be amended from time to time (hereinafter referred to as the "Approval").

**ARTICLE IV
CONDITIONS**

The approval shall be based upon the following conditions [Check those Conditions that are applicable and propose language and metrics to complete each Condition checked]:

[CONTINUED NONCONFORMING USE / ACCESSORY USES:]

- X The project was approved for the continued operation of a private club and church use. The following licenses shall be required to be applied for, reviewed, and approved annually: valet parking and business tax receipt.

[OCCUPANCY / MEMBERSHIP:]

- X The maximum membership shall be 475 members regardless of designation and whether or not dues paying. At least 50% of the members shall consist of individuals who are "town-persons" as defined in the Town's Code. The Club is required to provide proof of town-serving compliance on an annual basis and per the Town's code.
- X The maximum occupancy shall be as follows:

Monday through Friday

7:00 AM to 11:00 AM – 150 people

11:00 AM to 2:00 PM – 250 people

2:00 PM to 5:30 PM – 150 people
5:30 PM to close – 412 people

Saturday

7:00 AM to close – 412 people

Sunday

No club operations before 11 AM
Church service for 200 people until 11 AM
11:00 AM to close – 412 people

The Club will return to Town Council after a period of 12 months of operation to review the aforementioned occupancy limits. Maximum occupancy shall not include employees. All guests and members must register at the Club upon entry and the occupancy registry will be made available for inspection by the Town upon request.

[HOURS:]

- X The Club shall be located at 139 N. County Road. The hours of club operation will be as follows:

Monday through Thursday

7:00 AM to 12:00 AM

Friday & Saturday

7:00 AM to 1:00 AM

Sunday

11:00 AM to 11:00 PM

All members and guests will be required to exit the Club by closing time. Church services will take place only on Sunday mornings while the club is closed.

- X The Club shall be allowed to remain open until 2:00 AM on New Year's Eve. The Club will be required to hire three (3) off duty police officers on New Year's Eve, unless an alternative arrangement is recommended by the Town police. A minimum of eight (8) valets shall be required for events and on New Year's Eve. Maximum occupancy for New Year's Eve shall be 475 persons, excluding employees.
- X As shown in the hour-by-hour seating plan, all food and beverage service shall close to members and guests no later than the following:

Monday through Thursday

10:30 PM (food service)
12:00 AM (beverage service)

Friday & Saturday

11:00 PM (food service)
1:00 AM (beverage service)

Sunday

11:00 PM (food service)
11:00 PM (beverage service)

[FOOD & BEVERAGE SERVICE / NUMBER OF SEATS:]

- There will be no dinner reservations made earlier than 5:30 PM.
- Breakfast seating shall be limited to 150 seats. The lunch seating shall be limited to 250 seats. The total seats utilized after 5:30 PM shall not exceed 363.
- As stated in the hour-by-hour seating chart (the “hour-by-hour seating plan”) attached as part of Exhibit “B,” no more than 363 seats for food and beverage service to members and guests shall be open at any given time. A copy of this Agreement and the approved hour-by-hour seating plan shall be maintained on site at all times and made available for inspection by the Town, on request by a Town official. Notwithstanding anything to the contrary in this Agreement, during inclement weather, seats may be moved from the outside areas to indoor restaurant and bar areas as long as the 363 seat limitation is not exceeded.

[BUILDING:]

- The main entrance to the Club shall be through the Valet Lobby, located at the south entrance to the existing building.
- No Club guests, or other social or leisure activity or entertainment of any kind will be permitted on the roof of the Club, the function room roof, or other accessory building roofs, except for the existing second-story terraces.
- The Club shall provide state of the art exhaust vents and scrubbers and shall have them cleaned on a weekly basis.

[NOISE:]

- Any violation of the noise ordinance as verified by a Town official shall be deemed a violation of this Agreement.

[MUSIC / SOUND / D.J.'S:]

- The only amplified music allowed in the outdoor Club area shall be background music played via the Club custom-designed sound system that governs volume.
- When live musicians perform in the Club, the use of all live instruments shall end no later than 11:30 PM.
- Inside the main theater building, live and recorded music (including, without limitation, music played by a DJ) is permitted. Operator shall take such steps to prevent music being played from being heard by neighbors outside the building.

[PARKING:]

- It is the intent of this Agreement to preserve the residential character of the neighborhood and to not allow members and guests of the Club to park on Sunrise Ave., N County Road, Sunset Ave., which shall be enforced through the rulebook of the Club, which will not only state that prohibition, but also include penalties. All Club members will be instructed to a) use the Club provided valet when visiting the Club. The Club will issue periodic reminders to Club members of this policy.
- After 5:30 PM all vehicular pick-up and drop-off of all Club members, guests, and employees, (including car services, taxis, and private vehicles) must occur at the same location as the valet pick up and drop off stands provided that car services and taxis may drop off and pick up on N County Road. Club Members, valets, and employees will be instructed that vehicular pick-up and drop-off of Club members, guests and employees is expressly prohibited from occurring at 139 N County Road. Valet parking shall with the valet parking plan attached hereto as Exhibit "B."
- Club employees who drive to work shall be required to park off island and will be shuttled to the property by the Operator.
- Off-Street Parking and Loading, of the Town Code of Ordinances. The Owner shall inform the Town in writing of the off-site parking location(s) outside the Town's jurisdiction. It shall be the Owner's responsibility to immediately inform the Town in writing of the loss of said parking area and make arrangements for the necessary approval(s) for alternate locations(s). Failure to insure that the off-site location is allowed by the jurisdiction in which said parking is located, or the loss of said parking may result in a reduction in dining room seating. That determination will be made by the Town

Council at the earliest Town Council meeting after the Town becomes aware of the situation.

[VALET SERVICES:]

- Valet parking is required during all operating hours until closing. The valet stand shall be located as shown on the valet parking plan attached hereto.
- The Club will provide 55 supplemental off-street parking spaces at 40 Cocoanut Row, as shown on the attached valet parking plan.
- The Club shall obtain and maintain a valet parking permit for their valet stand. A minimum of five (5) valets shall be on duty from 5:30 PM to closing at 1:00 AM, Thursday to Saturday, and a minimum of four (4) valets shall be on duty from 5:30 PM to closing at 1:00 AM, Sunday to Wednesday. The number of valets may be modified by the Police Department should it be determined that more or fewer valets are required to manage the Club's parking.
- Valet parking shall be operated in accordance with the valet circulation plan dated March 13, 2024, prepared by Kimley Horn and Associates.
- All parking at the Club shall be valet managed with a valet parking permit approved by the Town Police Chief. Valet parking shall not be permitted on N County Road or Sunrise Avenue. If it is determined by the Town Manager, or his designee, that the valet parking operation at the Club is not working properly, the Town has the right to require measures as deemed necessary, including additional valet parking personnel or special duty officer(s), to resolve the issue(s). Further, the Town Council has the ability to place on their monthly agenda a discussion and resolution of any confirmed parking problem and/or requested parking revision, made by either the Town or the Owner, for a period of three (3) years, which will begin on the date the certificate of occupancy is issued for the Club.
- The Owner or Operator shall maintain a parking agreement for the use of a combined total of fifty-five (55) off-site valet parking spaces at 40 Cocoanut Row. If the reserved valet parking spaces become unavailable, either the Owner or Operator shall notify the Director of Planning and Zoning within three business days after the spaces become unavailable.
- Valet parking is required to be available for Club guests and food and beverage guests during all hours that the Club is open to the public for food and beverage service.

[DELIVERIES:]

- The Club shall instruct its delivery services to function without using N County Road. The Club Operator shall instruct its delivery services to use the commercial loading

zones at Sunrise Ave. There shall be no Club deliveries or vendor services before 8:00 AM.

- Off-Street Parking and Loading, of the Town Code of Ordinances. The Owner shall inform the Town in writing of the off-site parking location(s) outside the Town's jurisdiction. It shall be the Owner's responsibility to immediately inform the Town in writing of the loss of said parking area and make arrangements for the necessary approval(s) for alternate locations(s). Failure to ensure that the off-site location is allowed by the jurisdiction in which said parking is located, or the loss of said parking may result in a reduction in dining room seating. That determination will be made by the Town Council at the earliest Town Council meeting after the Town becomes aware of the situation.
- Commercial delivery services will be instructed to use the delivery location at the rear of the building.

[GARBAGE:]

- All trash shall be stored inside the Club and will not be taken to the dumpster until after 8:00 AM the following day.
- All trash shall be stored in the indoor trash room inside the Club daily and not taken to the outdoor rubbish receptacle until after 8:00 AM. the following day.
- All lights in the Parking lot shall be low level so that they shine downward and do not produce any light or glare which would adversely affect surrounding properties.

[SCREENING:]

- A privacy landscape buffer shall be installed and maintained on the Club property line as shown on the Landscape Plans by Nievera Williams.

[UTILITY EASEMENT:]

- Prior to the issuance of a building permit, the property owner voluntarily commits to either provide a recorded utility easement or an easement agreement satisfactory to the Town that ensures a recorded easement will be granted, if necessary, to underground utilities in the area.

[MAINTENANCE:]

- Maintenance Provisions:
 All buildings and improvements shall be maintained in a first-class condition, especially as to the exterior appearance. Painting and other exterior maintenance shall be periodically performed as reasonably required. No excessive and/or unsightly mildew, rust deposits, dirt, graffiti, or deterioration shall be

permitted to accumulate on any building or other improvement. The glass in windows and in glass sliding doors shall not be cracked or broken. Building openings shall not be boarded up. Foundations, exterior walls, and roofs shall be weather-tight and shall be maintained in good repair. All appurtenances to any structure, such as awnings, shutters, doors, rails, and light fixtures shall be securely attached and in working condition, and shall not be broken, hanging loose, or falling away from the structure. All walls and fences shall be maintained in good repair and in an upright condition and shall be free from graffiti, or broken, cracked, or leaning sections, or loose component pieces.

 X All landscaping within the Land shall be regularly maintained with proper horticultural and arboricultural practices, including without limitation such replanting and, as is from time to time necessary, mowing, trimming, fertilization, and weed, insect, and disease control. All dead or diseased sod, trees, plants, shrubs, or flowers shall be promptly replaced.

 X Maintenance or other actions reasonably required by the Town to meet the forgoing Maintenance Provisions in Paragraph 21 shall be commenced and completed within a commercially reasonable time period as determined by the Town Director of Planning, Zoning, and Building Department within the exclusive reasonable exercise of his or her discretion, and a failure to maintain or take other curative action as so reasonably required shall be subject to being treated by the Town as a violation of the terms and conditions of this Agreement. The Maintenance Provisions of this Declaration of Use Agreement provide the Town with supplemental means to assure that the buildings and improvements on the Land are maintained and shall not create any obligation on the Town (or its officials, officers, or employees) to conduct such maintenance or enforce the Maintenance Provisions of this Declaration of Use Agreement. Further, the Maintenance Provisions of this Declaration of Use Agreement shall not prevent the Town from enforcing any building or structure maintenance or appearance law or regulation the Town may currently enforce, or that may from time to time become applicable in the future.

[CONSTRUCTION MANAGEMENT AGREEMENT:]

- X The Club shall enter into a Construction Management Agreement prior to the issuance of a building permit.
- X The demolition and construction contemplated by the Approval shall be conducted pursuant to the Construction Management Agreement(s) entered into between the Club Owners and Town prior to the issuance of a building permit for said demolition or construction.

[RETURN TO TOWN COUNCIL:]

- X Club shall return to the Town Council after twelve (12) months of operation

during the period from November 1 through April 30 to review the list of conditions and compliance. The Club is prohibited from seeking revision(s) to this Agreement for a period of one (1) year following the date of _____ opening with the sole exception of a requested relocation of the valet stand and/or parking facility. Any future requested revisions to this Agreement will require at least 45 days notice to all property owners within a 750-foot radius.

- If there are more than three verified complaints regarding noise or activities beyond the scope of this Agreement in the _____ area, the use of the subject area shall cease and the applicant shall return to the next regularly scheduled Town Council meeting to address said complaints.
- No sooner than three (3) months from the date of certificate of occupancy, the Owner or Town can come back to the Town Council to determine if the seating is working and to address any issues.

[COMPLIANCE:]

- The Town shall have the right to conduct inspections on the Buildings and Land on a periodic basis to ascertain compliance with this Agreement. Failure to allow an inspection by the Town will constitute a violation of this Agreement.
- The Owner or Operator shall provide an affidavit of compliance each year at the time of renewal of the business tax receipt.

**ARTICLE V
VOLUNTARY AGREEMENT**

The Club agrees to be bound by the terms and conditions in this Agreement and waives any legal objection it might otherwise have to said terms and conditions or parts thereof.

**ARTICLE VI
REMEDIES FOR VIOLATION**

1. Upon determination by the Director of Planning, Zoning and Building Department of a violation of any of the terms or conditions of this Agreement or any other provision in the Town Code of Ordinances, and upon notice in writing from the Town to the Club and the Club's representative of said violation(s) and the date upon which said violations(s) shall be corrected, Club or Club's successor or assigns shall pay to the TOWN a liquidated amount of \$2,000 per violation. Said liquidated amount shall accrue on a per day basis for each day a violation of this agreement exists. In addition, in the event a violation remains uncorrected beyond the date noticed for correction by the Director of the Planning, Zoning and Building Department, this Agreement may be reconsidered by the Town Council at a future meeting upon thirty days notification to the owner. The Town Council may, upon a finding of violation, alter this Agreement or rescind the approval of the use.

In the event Club disputes the determination of the Director of Planning, Zoning and Building Department of the violation of the conditions of this Agreement, or in the event the Club disputes any code violation, Club may appeal the determination of the Director of the Planning, Zoning and Building Department to the Town Council, said appeal to be filed no later than fifteen (15) days following the written notice of violation.

2. The Town shall have all remedies available at law and equity in order to enforce the terms of this Agreement including but not limited to (a) the Town's code enforcement procedures; (b) all remedies otherwise offered in the Town's Code of Ordinances; and (c) injunction, specific performance, and any and all other equitable relief through the civil courts in and for Palm Beach County for the State of Florida. In the event the Town is required to seek injunctive relief, it shall not be required to post bond and it shall not be required to demonstrate irreparable harm or injury to secure an injunction to enforce the terms of this Agreement. Additionally, in the event of any breach, default, or non-performance of this Agreement, or any of its covenants, agreements, terms or conditions, the Town shall be entitled to recover its costs, expenses, and reasonable attorney's fees insofar as the Town prevails, either before or as a result of litigation, including appeals.

ARTICLE VII PROVISIONS TO RUN WITH THE APPROVAL ONLY

This Agreement shall NOT run with the Land and shall be binding upon the Club only and shall terminate upon the termination of the Club's business tax receipt for operation of a private club, or rescission of the Approval. This Agreement shall be recorded by the Club in the Official Records of Palm Beach County, Florida upon full execution by the parties hereto.

ARTICLE VIII ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties as to its subject matter and it may not be amended except by written agreement executed by both parties.

ARTICLE IX EFFECTIVE DATE

The Effective Date of this Agreement shall be the day upon which this Agreement is executed by the last party to sign the Agreement.

ARTICLE X MISCELLANEOUS PROVISIONS

Wherever the word "laws" appears in this Agreement, it shall be deemed to include

all ordinances, rules, and regulations as well as laws of the appropriate governmental authorities.

All references in this Agreement to times of a day are stated in terms of Eastern Standard Time, i.e., whichever of Eastern Standard Time or Eastern Daylight Time may be in effect at the time. The word "day" in this Agreement means any period beginning when the time of day is midnight and ending on the next later occasion when the time of day is midnight.

This Agreement may not be amended except by written instrument signed by all parties.
hereto.

Paragraph headings are inserted for convenience only and shall not be read to enlarge, construe, restrict or modify the provisions hereof. All references to numbered or lettered paragraphs, subparagraphs and exhibits refer (unless the context indicates otherwise) to paragraphs and subparagraphs of this Agreement and to exhibits attached hereto, which exhibits are by this reference made a part hereof.

In the event of the invalidity of any provision of this Agreement, same shall be deemed stricken from this Agreement shall continue in full force and effect as if such invalid provision were never a part hereof.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above.

[Signatures, Notary, and Exhibits to follow]

EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 164 THROUGH 172, LESS THE WEST 15 FEET OF LOTS 166 THROUGH 172, INCLUSIVE, OF THE PLAT OF FLORAL PARK, A SUBDIVISION IN THE TOWN OF PALM BEACH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 6, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. AND LOTS 14 AND 15 (EXCEPTING THAT PORTION OF LOT 14, WHICH LIES WEST OF A LINE PARALLEL WITH AND 30 FEET FROM THE CENTERLINE OF COUNTY ROAD), OF SUNRISE AVE. ADDITION, PALM BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, AT PAGE 62, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. AND THE FOLLOWING PORTION OF LOT 16 OF SUNRISE AVE. ADDITION, PALM BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, AT PAGE 62, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH 89° 56' 55" EAST ALONG THE SOUTH LINE OF SAID LOT 16 (THE WEST LINE OF SAID LOT 16 IS ASSUMED TO BEAR NORTH 00° 00' 00" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO), A DISTANCE OF 49.38 FEET TO A POINT; THENCE NORTH 00° 04' 39" WEST, A DISTANCE OF 46.40 FEET TO A POINT ON THE SOUTH FACE OF A 6.00 FEET HIGH CONCRETE WALL; THENCE NORTH 89° 25' 25" WEST ALONG SAID SOUTH FACE, A DISTANCE OF 21.28 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 12.00 FEET, AND A CENTRAL ANGLE OF 89° 11' 01"; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.68 FEET TO THE POINT OF TANGENCY AND THE WEST FACE OF SAID WALL; THENCE NORTH 00° 14' 24" WEST, ALONG SAID FACE AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 107.78 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 16; THENCE NORTH 90° 00' 00" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 16.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 00° 00' 00" EAST ALONG THE WEST LINE OF SAID LOT 16, A DISTANCE OF 166.38 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND THE POINT OF BEGINNING.

EXHIBIT "B"

VALET OPERATIONAL ANALYSIS

The redeveloped site is proposed to include valet operations for the private club. Following is a review of the proposed valet routing, anticipated queuing and pick-up/drop-off operations.

Private Club Valet Operations:

The valet stand for the private club on site is to be located within the surface parking lot. Vehicular access and circulation is illustrated in Figure 7 and is described below. The valet will be in continuous operation during the hours in which the club is in operation.

Club Occupancy by Time-of-Day

Following is the anticipated maximum occupant load for private club operations throughout the day. Note that the “typical” occupant load is anticipated to be lower than these numbers; for clarification, these numbers represent maximum anticipated occupant load during those time periods:

Weekday

7:00 AM – 11:00 AM: 150 occupants

11:00 AM – 3:00 PM: 250 occupants

3:00 PM – 5:00 PM: 150 occupants

5:00 PM – Close: 412 occupants

Weekend

Open – Close: 412 occupants

Valet Route

Patron arrival: Patron vehicles will arrive via the Sunset Avenue driveway on the south side of the site and then proceed north and then west to the valet stand. At the valet stand, the patron will exit the vehicle and the valet operator will proceed to park the vehicle within the valet parking lot. (see routes outlined in in Figure 8).

Because of the reduced occupancy load before 5 PM on weekdays, the on-site parking supply is anticipated to accommodate valet needs onsite during that time period. After 5:30 PM on weekdays and after 2:30 PM on weekends, supplemental parking will be available in an off-site lot located at 40 Cocoanut Row. Figure 9 illustrates the supplemental route to this off-site location.

Patron departure: The valet operator will retrieve the patron vehicle from parking area to return the vehicle to the valet stand. The patron will then retrieve the vehicle and exit the parking lot to the north side of the property to exit onto Sunrise Avenue (see routes outlined in Figure 10).

Figure 11 illustrates the supplemental route from the off-site location that may be in use after 5:30 PM on weekdays and after 2:30 PM on weekends.

Valet Queuing Calculations

Calculations have been undertaken for each of the occupancy scenarios defined above (150 occupants, 250 occupants, 412 occupants) and are included in Tables A-1, A-2 and A-3 in the Appendix. Following is further detail of the calculations undertaken for the 412-person scenario.

Queue length calculation: The anticipated queue length at the valet stand was calculated using the following assumptions and data:

Peak hour vehicles (from trip generation calculations): PM peak hour (115 vph, inbound: 77 vph, outbound: 38 vph)

Percent valet: 100%

Assumed average vehicle dwell time for passenger loading/unloading: 60 seconds / vehicle

Number of valet positions used for patron loading/unloading: 3 valet positions

Calculations are provided in the attached Table A -1. As noted in that table, the 95th percentile valet queue calculations result in the following:

Total (412-person scenario): 5.484 vehicles

Therefore, the 95th percentile queue of vehicles staged in the club pick-up/drop-off area is anticipated to be six vehicles or fewer. The area adjacent to the valet stand can accommodate the six vehicles being serviced at a time without affecting operations on Sunset Avenue for entering vehicles. Note that all club patrons would be required to use valet parking (no self-parking allowed). Parking is provided on site within the surface parking lots, as shown in Figure 7.

Additionally, as included in Tables A-2 and A-3, calculations have also been undertaken for the 150-person occupancy and the 250-person occupancy scenarios, respectively. The 95th percentile queuing was calculated as the following for each scenario:

150-persons: 2 vehicles

250-persons: 5 vehicles

Note that, in all scenarios, the input includes a calculation of the number of valet positions in continuous use at the valet stand. This does not represent the total number of valet attendants who are working at that point in time; there may be more attendants on constant rotation at each valet position (e.g., two attendants physically present at the stand while two or more attendants are in process parking or retrieving vehicles).



LEGEND



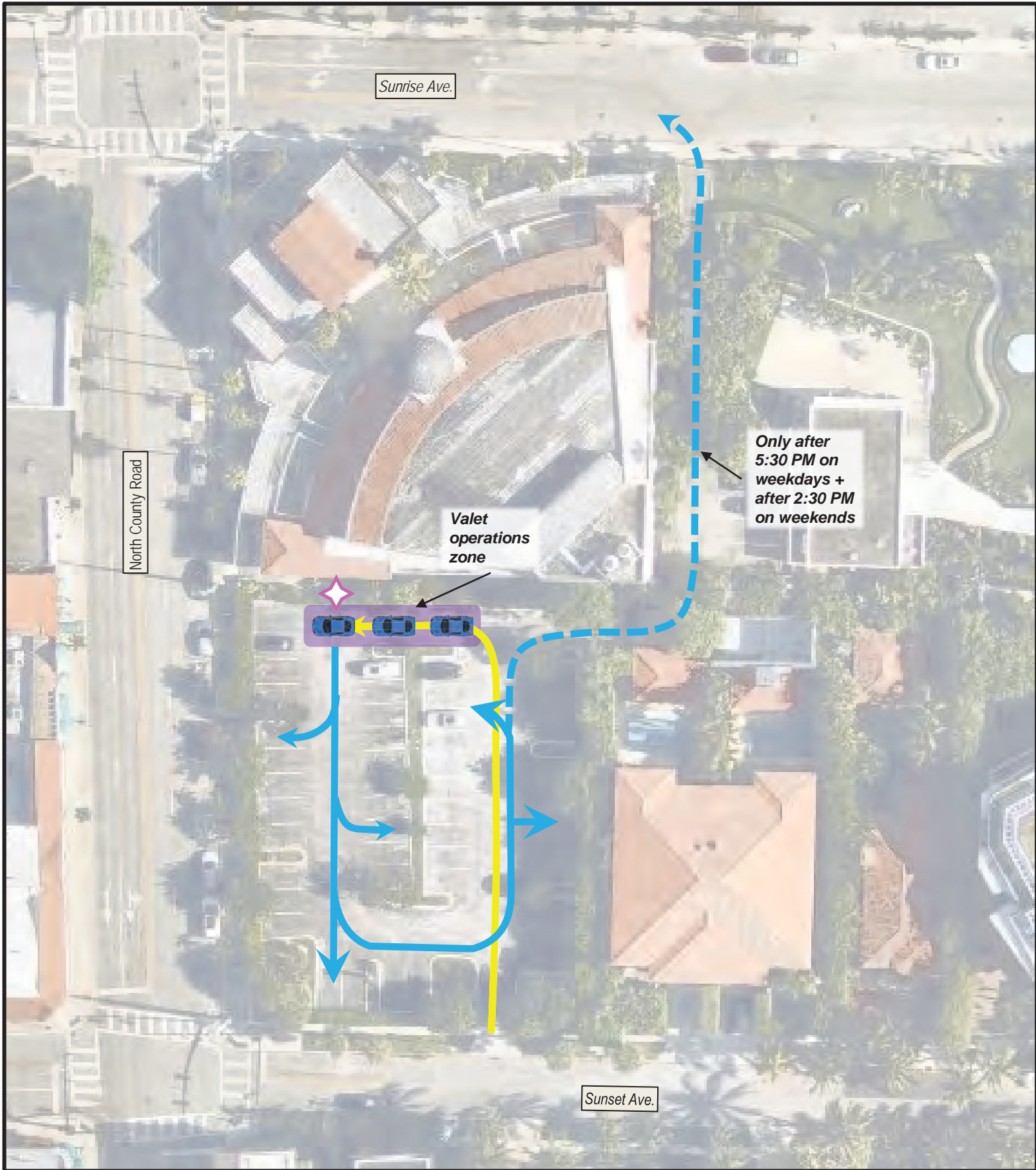
Vehicle Queue



Valet Service Zone

FIGURE 7

Paramount Palm Beach
KH #241020000
Valet Parking Operations



Sunrise Ave.




North County Road

Valet operations zone

Only after 5:30 PM on weekdays + after 2:30 PM on weekends

Sunset Ave.

LEGEND

-  Patron Arrival
-  Valet Route to Parking
-  Valet Stand

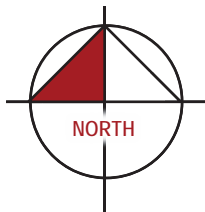
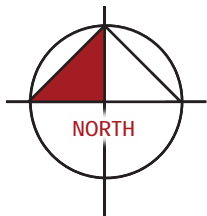


FIGURE 8
 Paramount Palm Beach
 KH #241020000
 Valet Parking / Circulation: PATRON ARRIVAL



LEGEND




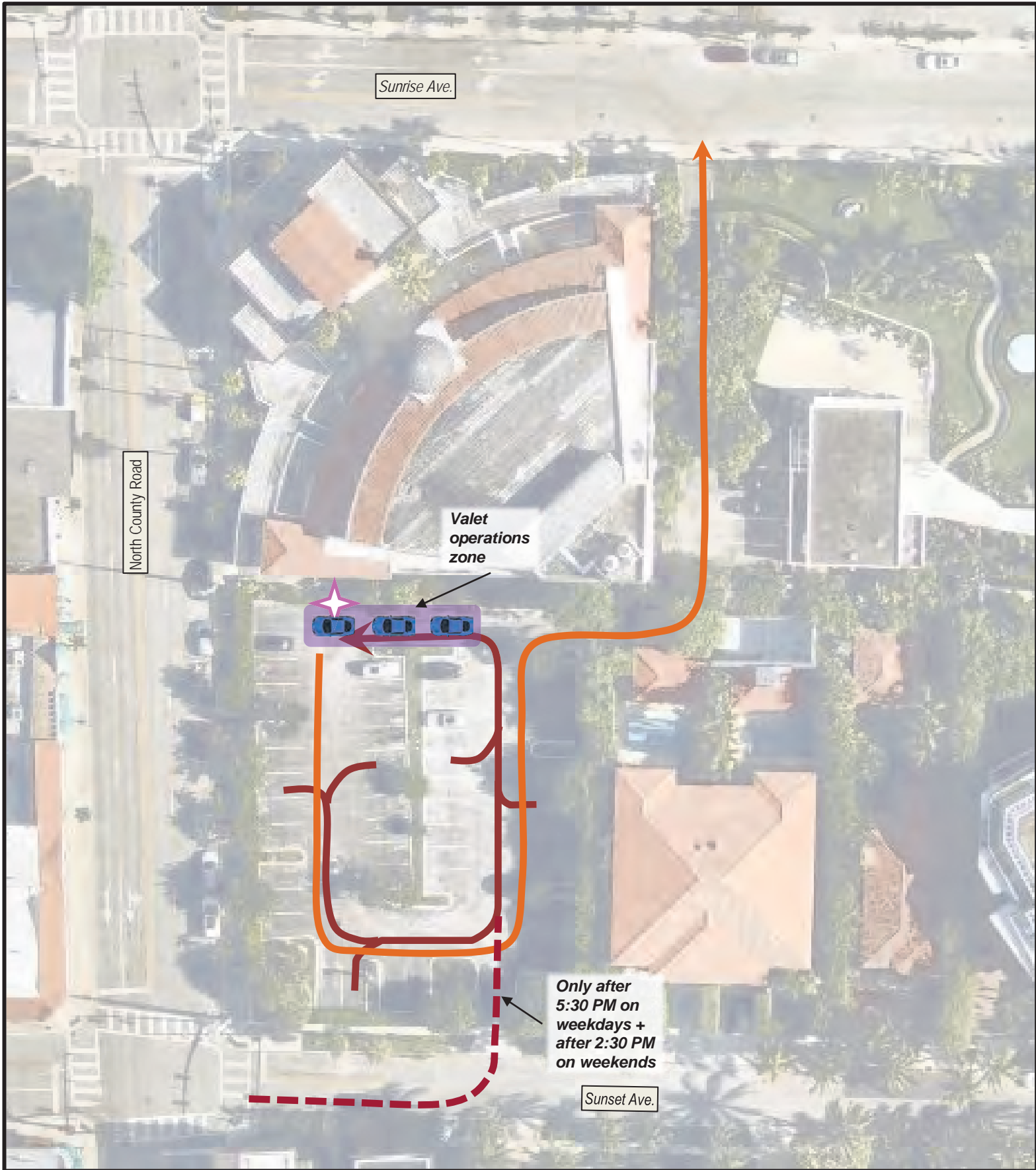
 Valet Route to Off-Site Parking
(only after 5:30 PM on weekdays and
2:30 PM on weekends)

FIGURE 9

Paramount Palm Beach
KH #241020000

Valet Parking / Circulation: PATRON ARRIVAL -- OFFSITE



LEGEND




-  Patron Departure
-  Valet Route From Parking
-  Valet Stand

FIGURE 10

Paramount Palm Beach
KH #241020000

Valet Parking / Circulation: PATRON DEPARTURE



LEGEND




 Valet Route from Off-Site Parking
(only after 5:30 PM on weekdays and
2:30 PM on weekends)

FIGURE 11

Paramount Palm Beach
KH #241020000

Valet Parking / Circulation: PATRON DEPARTURE – OFFSITE

CONCLUSION

Kimley-Horn and Associates, Inc. has prepared a traffic study to evaluate the potential impact of redevelopment for the project site located at 139 North County Road in Palm Beach, Florida. The site currently contains 9,683 square feet of general retail space, 14,745 square feet of general office space, and a 2,205 square foot place of worship. The proposed plan of redevelopment includes renovating the existing uses on site and will result in a final development program of a 475-member private club, with maximum occupancy on site of 412 people.

The analysis conservatively evaluates the proposed use as a “Fine Dining” restaurant. This resulted in evaluating the site as generating 77 inbound peak hour trips and 38 outbound trips during the weekday PM peak hour. Based upon extrapolating actual count data from the Carriage House as provided to the Town of Palm Beach, a private club use that can accommodate 412 occupants is assumed to generate 11 inbound trips and 4 outbound trips during the PM peak hour. Even with the more conservative “Fine Dining” trip generation rates used in the analysis, the site meets the TPS requirements defined in Article 12 of the Palm Beach County Unified Land Development Code, and the intersections meet the Town’s LOS standards. The analysis according to the Town’s comprehensive plan requirements shows that the site meets LOS D two-way standards on the adjacent transportation network except for the link of Bradley Place north of Royal Poinciana Way, which is a background deficiency.

In addition, a valet operations evaluation was conducted for the private club use. The queuing area provided is anticipated to accommodate the demand for the site without queues spilling out of the property. Valet parking needs are anticipated to be accommodated on site during typical weekday conditions. After 5:30 PM on weekdays and after 2:30 PM on weekends, additional valet parking can be provided at the off-site location at 40 Coconut Row, illustrated in the figures contained in this report.

Please contact me via telephone at (561) 840-0248 or via e-mail at chris.heggen@kimley-horn.com should you have any questions regarding this evaluation.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Christopher W. Heggen, P.E.
Transportation Engineer

Florida Registration
Number 58636

Registry No. 35106

Attachments

k:\wpb_tpto\2410\241020000 - paramount palm beach\tps\2024-5-31 paramount palm beach traffic.docx



This item has been electronically signed and sealed by Christopher W. Heggen, P.E. using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Christopher W
Heggen
2024.05.31
12:58:43 -04'00'