

RESOLUTION APPROVING RECOMMENDATION OF
STATUS REPORT NO. SR 80-212
TO AMEND CONDITIONS OF APPROVAL OF RESOLUTION NO. R-91-1068
WHICH APPROVED THE SPECIAL EXCEPTION OF
BOARD OF COUNTY COMMISSIONERS, KAREN MARCUS, CHAIR
PETITION NO. 80-212(D)

WHEREAS, the Board of County Commissioners, as the governing body, pursuant to the authority vested in Chapter 163 and Chapter 125, Florida Statutes, is authorized and empowered to consider petitions relating to zoning; and

WHEREAS, systematic monitoring and review of approved zoning actions help implement the goals and objectives of the Comprehensive Plan.

WHEREAS, the notice and hearing requirements as provided for in Section 5.8 of the Palm Beach County Land Development Code have been satisfied; and

WHEREAS, this amendment is subject to Section 5.8 of the Unified Land Development Code (compliance with time limitations) and other provisions requiring that development **proceed in a** timely manner; and

WHEREAS, the originally adopted resolutions approving and amending the subject planned unit development ("**PUD**") (including, but not specifically limited to Resolution Numbers R-79-914, R-79-915, R-81-199, R-81-200, R-83-121, R-88-1213, R-90-1300, R-91-1068, such original resolutions, as amended and as currently exist being referred to herein cumulatively as the "Resolution"), contemplated that a single entity would be the owner and developer of the subject PUD and would be responsible for compliance with the terms and conditions of the Resolution and all applicable codes, ordinances, rules and regulations of Palm Beach County; and

WHEREAS, such is no longer the case by virtue of the fact that Cap Temp, Inc. and Consolidated Bank, **N.A.**, have acquired title to substantial portions of the subject property by foreclosure or deed in lieu thereof, or otherwise; and

WHEREAS, Cap Temp, Inc., Consolidated Bank, and Palm Beach county, as well as other parties owning portions of the subject property desire to establish a means by which the remaining infrastructure improvements required to be completed within the PUD are done so in **a** timely fashion as **a** condition to further development and so as to permit each of the property owners to separately plat their respective parcels of land in the PUD; and

WHEREAS, pursuant to Section 5.8, Status Report SR 80-212 was presented to the-Board of County Commissioners of Palm Beach County at a public hearing conducted on January 27, 1994; and

WHEREAS, the Board of County Commissioners has reviewed Status Report SR 80-212 and considered testimony presented by the applicant and other interested parties, and the recommendations of the various county review agencies; and

WHEREAS, Section 5.8 of the Palm Beach County Land Development Code authorizes the Board of County Commissioners to add or modify conditions of approval; and

WHEREAS, the Board of County Commissioners made the following findings of fact:

1. This proposal is consistent with the requirements of the

Comprehensive Plan and local land development regulations: and

WHEREAS, Section 5.3 of the Palm Beach County Land Development Code requires that the action of the Board of County Commissioners be adopted by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the recommendation of Status Report No. SR 80-212, to amend Conditions of Approval of Resolution No. R-91-1068, the Special Exception of the Board of County Commissioners, Karen Marcus, Chair, Petition No. 80-212(D), confirmed by the adoption of Resolution R-91-1068, which amended the **master** plan for the Piper's Glen PUD to recapture 197 units and redesignate civic and park sites on a parcel in Sections 2, 3, and 4, Township 46 South, Range 42 East and Tracts 1 through 10, Tracts 25 through 40, Tracts 57 through 64 inclusive, Block 64, PALM BEACH FARMS COMPANIES **PLAT NO. 3**, Plat Book 2, Pages 45 through 54, and PIPERS GLENN **Plat No. 1-A**, Plat Book 43, Pages 97 through 100; Commencing at the Northeast Corner of said Section 2; Thence, bear South 89 Degrees **26'38"** West, along the North Line of said Section 2, a distance of 50.01 feet to a point on the West right-of-way line of Military Trail; Thence, South 01 Degrees **46'44"** East along said right-of-way line, a distance of 40.01 feet for a POINT OF BEGINNING. Thence, South 01 Degrees **46'44"** East, along said right-of-way line, a distance of 295.34 feet to the South line of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 2; Thence, South 89 Degrees **27'23"** West, along said line, a distance of 605.94 feet to the West line of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 2; Thence, North 01 Degrees **37'59"** West, along said line, a distance of 175.17 feet to the South line of the South **120.00 feet** of the North 160.00 feet of the Northeast 1/4 of said Section 2; Thence, South 89 Degrees **26'38"** West, along said line and Westerly prolongation thereof, a distance of **2031.52** feet to the West right-of-way line of the Lake Worth Drainage District Equalizing Canal E-3; Thence, South 01 Degrees **11'41"** East, along said right-of-way line, a distance of 1178.87 feet to the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; Thence, South 89 Degrees **29'38"** West, along said line, a distance of 264.26 feet to the West line of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 2; Thence, South 01 Degrees **07'18"** East, along said line, a distance of 669.32 feet to the South line of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 2; Thence, North 89 Degrees **31'07"** East, along said line, a distance of 265.11 feet to the West right-of-way line of said E-3 Canal; Thence, South 01 Degrees **11'41"** East, along said right-of-way line, a distance of 629.44 feet to the North **right-of-way** line of the Lake Worth Drainage District Lateral Canal L-29; Thence, South 89 Degrees **32'35"** West, along said right-of-way line, a distance of 2582.36 feet to the East line of said Section 3; Thence, South 89 Degrees **29'26"** West, continuing along said line, a distance of 2763.19 feet to the West line of the East 60.00 feet of the Northwest 1/4 of said Section 3; Thence, North 00 Degrees **33'54"** West, along said line, a distance of 1947.16 feet; Thence, North 45 Degrees **33'54"** West, a distance of 35.36 feet; Thence, North 02 Degrees **11'29"** West, a distance of 80.03 feet; Thence, North 43 Degrees **27'22"** East, a distance of 35.95 feet; Thence, North 02 Degrees **31'22"** West, a distance of 519.94 feet to the South right-of-way line of the Lake Worth Drainage District Lateral Canal L-28; Thence, North 89 Degrees **47'01"** East, along said line, a distance of 80.05 feet to the East line of the Northwest 1/4 of Section 3; Thence, North 89 Degrees **34'41"** East, continuing along said line, a distance of 2681.21 feet to the West line of Section 2; Thence, North 89 Degrees **26'38"** East, along said line, a distance of 5191.58 feet to the POINT OF BEGINNING; together with a parcel beginning at the Northwest **corner** of said PIPERS GLENN **PLAT NO. 1** in Plat Book 43, Pages 97 through 101; Said point lying on the Southerly right-of-way line of Lake Worth Drainage District

L-28 Canal: Thence South 02 Degrees 31'22" East along the Westerly boundary of said PIPERS GLENN PLAT NUMBER 1, a distance of 519.94 feet: Thence continuing South along the aforementioned Westerly Plat line South 43 Degrees 27'23" West, a distance of 35.94 feet: Thence South 02 Degrees 11'29" East, a distance of 80.03 feet; Thence South 45 Degrees 33'54" East, for a distance of 35.36 feet: Thence South 00 Degrees 33'54" East, for a distance of 1947.16 feet to the Southwest corner of said PIPERS GLENN PLAT NUMBER 1 and the intersection thereof with the Northerly right-of-way line of the Lake Worth Drainage District L-29 Canal; Thence continuing along the aforementioned Northerly right-of-way line South 89 Degrees 29'26" West, for a distance of 2622.68 feet, to the intersection of West line of the said Section 3 and the East line of the said Block 64, **PALM BEACH FARMS COMPANY'S PLAT NUMBER 3**; Thence South 00 Degrees 35'08" East long the West line of said Section 3, for a distance of 325.41 feet; Thence continuing along the North right-of-way line of the aforementioned Lake Worth Drainage District L-29 Canal North 89 Degrees 58'27" West, for a distance of 2766.76 feet to the intersection thereof with the West line of said Tract 57 and the Easterly right-of-way line of **Hagan** Ranch Road; Thence continuing along the Easterly right-of-way line of **Hagan** Ranch Road North 00 Degrees 01'33" East, for a distance of 2635.19 feet: to the intersection thereof with the Southerly right-of-way line of said Lake Worth Drainage District L-28 Canal; Thence continuing along the aforementioned Lake Worth Drainage District L-28 Canal South 89 Degrees 28'57" East, for a distance of 2573.37 feet; Thence North 49 Degrees 28'26" East, for a distance of 53.83 feet; Thence South 89 Degrees 58'27" East, for a distance of 123.99 feet; to the intersection thereof with the West line of said Section 3; Thence North 00 Degrees 35'08" West, along the West right-of-way line of Section 3 and the Southerly right-of-way line of the said Lake Worth Drainage District L-28 Canal, for a distance of 105.14 feet: Thence continuing along the aforementioned Southerly right-of-way line-North 49 Degrees 28'26" East, for a distance of 248.65 feet; Thence North 89 Degrees 47'01" East, for a distance of 2412.97 feet, to the POINT OF BEGINNING;

LESS PLATS RECORDED AS FOLLOWS: **Plat** Book 43, Pages 97-101; Plat Book 51, Pages 56-59; Plat Book 61, Pages 175-176; Plat Book 61, Pages 171-174, and Plat Book 62, Pages 73-76, being located on the west side of Military Trail and the east side of **Hagan** Ranch Road in the RT-Residential Transitional Zoning District, **is** approved, as amended, subject to the following conditions:

1. The various owners shall comply with all previous conditions of approval, to the extent the conditions have not been satisfied, or are not expressly modified herein. The following are new or previously unsatisfied amended conditions. **Any** conditions of prior petitions not specifically identified as new or modified conditions shall continue in full force and effect unless satisfied. (MONITORING)

2. Prior Condition D.2.a. of Resolution 91-1068 which currently reads:

The Master Plan shall be amended to indicate the following:

a. a notation that in lieu of the previously shown 11 acre community park site, the recreational area requirements for all remaining **PODs** [sic] shall be met on a Plat by Plat basis, with the 11 acres of previous park being redistributed proportionately to the acreage within the remaining **PODs** (sic) west of Jog Road.

is hereby modified to read:

The Master Plan shall be amended to indicate the

following:

A notation that in lieu of the previously shown 11 acre community park site, the recreational area requirements for all development pods within the **PUD** shall be met on a Plat by Plat basis, throughout the PUD. As 3.56 acres of recreational area are planned or currently exist within Parcels **A₁, A₂, A₃**, B and C, the remaining 7.44 **acres** of recreational area shall be distributed among the currently unplatted development pods west of Jog Road as follows:

<u>Parcel</u>	<u>Recreational Area</u>
D	1.34
E	1.39
F	.95
G	1.99
H	.88
I	.89
Total:	7.44 acres

The tabular data shown on the Master Plan shall be amended to reflect the foregoing allocations and separate notations shall be placed on the Master Plan in each pod showing the recreation area required by this condition for each pod. The Master Plan shall further be amended to relabel the 12.3 acre tract currently designated as "Community Recreation Center" to "Golf club". (PARKS & RECREATION)

3. Prior Condition D.3. of Resolution 91-1068 which currently reads:

The petitioner shall exchange the required 17.56 acre civic site through dedication of equivalent land area for Flavor Pick [sic] Road right-of-way and cash payment **for** the balance of the land required to equal 17.56 acres.

The value for this release shall be determined by the Department of Property and Real Estate Management, and be approved and accepted by the Board of County Commissioners prior to Master Plan Certification. This agreement shall be clearly noted by the applicant on the approved Master Plan. Payment shall be made prior to June 30, 1992.

is hereby amended to read:

- a. On or before March 27, 1994, the owner of Parcel H (former Civic Site) and the future Flavor **Pict** Road right of way shall deliver to Palm Beach County band Development Division a road right-of-way warranty deed for the Flavor **Pict** Road **right-of-way**, free of all encumbrances. The owner of the future Flavor **Pict** Road right-of-way shall provide Palm Beach County with sufficient documentation acceptable to the County Right of Way Acquisition Section to ensure that the right-of-way is free of all encumbrances and encroachments. (MONITORING - Engineering)
- b. Within six months of completion of Pipers Glen Boulevard between Jog Road through to **Hagen** Ranch Road so as to provide access to Parcel H, or upon the conveyance of Parcel H or submittal of an application to plat Parcel H, whichever shall first occur, the owner of Parcel H shall pay to Palm

Beach County Three Hundred Fifty Thousand Three Hundred Fifty Dollars (**\$350,350.00**) for the "**cash-out**" of the former Civic Site. "**Completion**" for purposes of this Condition shall mean Palm Beach County acknowledging completion under Article 8 of the Unified **Land Development** Code of construction of Pipers Glen Boulevard as described above, and Palm Beach County providing the owner of Parcel H and Richard W. **Carlson, Jr.** written notice of same by certified mail, return receipt requested. The owner of Parcel H shall prepare, execute and **del**iver in escrow to an escrow agent mutually acceptable to the County Attorney and the owner of Parcel H a statutory warranty deed to Palm Beach County for Parcel H. (ENGINEERING)

c. The escrow agent shall be selected and an escrow agreement shall be entered into by and between Palm Beach County, the owner of Parcel H, and the escrow agent by no later than March 31, 1994. Any costs and expenses of said escrow agent shall be borne by the owner of Parcel H. The deed shall be held in escrow pursuant to the terms of this resolution. In the event the funds required to be paid to Palm Beach County under Condition 3.b. are not timely paid, the deed for Parcel H shall be delivered to Palm Beach County upon Palm Beach County's demand and presentation to the escrow agent of evidence that payment has not been timely made. Condition 3.b. shall apply to Parcel H only and be binding upon the owner of Parcel H, its successors and assigns. Condition 3.b. shall not affect the development or conveyance of, or issuance. of development orders for, any other property in the PUD. Upon satisfaction of Conditions 3.a and 3.b as determined by the County Attorney and County Engineer, Palm Beach County shall execute and record a release of Conditions 3.a and 3.b. (ENGINEERING)

d. The owner of Parcel G shall provide a twenty-five (25) foot buffer with a minimum of a three (3) foot berm along the Flavor **Pict** Road right-of-way adjacent to Parcel G. Landscaping in the buffer along the Flavor **Pict** Road right-of-way adjacent to Parcel G shall be in accordance with the requirements of Section 6.8.A.23. of the Unified Land Development Code and shall include a continuous hedge ultimately maintained at a minimum height of six (6) feet above the top of the berm to achieve an opaque buffer. This condition shall apply only to Parcel G and shall be binding upon the owner of Parcel G, its successors and assigns. This condition shall not affect the development or conveyance of, or the issuance of development orders for, **any** other property in the PUD. (ZONING)

4. Prior Condition E.6. of Resolution No. 91-1068 which **currently** reads as follows:

The property owner shall provide written confirmation to the County Engineer that the property owner has provided the Palm Beach County Water Utilities Department with a required wellfield site on Parcel H. Ownership of the wellfield site shall be in a form acceptable to the Palm Beach County Water Utilities Department and shall be either an easement or warranty deed. This shall be completed prior to January 15, 1992.

is hereby amended to read:

Prior to or as part of the platting of Parcel H, the owner of Parcel H shall provide written confirmation to the County Engineer that the owner has provided Palm Beach County Water Utilities Department with a required wellfield site on Parcel H. The wellfield site shall be conveyed either by easement or dedicated by Plat (as determined by Palm Beach County Water Utilities Department) and shall be in a form acceptable to the Palm Beach County Water Utilities Department. The area of the wellfield site shall not exceed forty (40) by sixty (60) feet and a twenty (20) foot by twenty (20) foot area within the forty (40) by sixty (60) foot area shall be fenced. The wellfield area, except the fenced area, may overlap the community park area required in condition D.2.a. No structure or plants larger than **shrubs** shall be permitted in the wellfield site. The well head shall be located no closer than one hundred feet (**100'**) from any existing water body or the forty-two inch (**42"**) force main on the east side of **Hagan** Ranch Road, nor any closer than three hundred feet (**300'**) from a future water body. The location of and access to the wellfield site shall be coordinated with the Palm Beach County Water Utilities Department prior to site plan certification of Parcel H. No plat shall be approved for Parcel H without the wellfield site being established. This Condition shall apply only to Parcel H and shall be binding upon the owner of Parcel H, its successors and assigns. This Condition shall not affect the development or conveyance **of**, or issuance of development orders for, any other property in the PUD. (ENGINEERING)

5. Former Condition E.7 of Resolution No. 91-1068 which currently reads:

There shall be no at grade golf cart crossings at Jog Road, El Clair Ranch Road or Pipers Glen Boulevard unless approved by the County Engineer at the controlled intersections of El Clair Ranch Road and Pipers Glen Boulevard.

is hereby amended to read:

- a. By no later than July 1, 1994 in coordination with **the** County Engineer, the parcel **owners** shall provide for signalization of the intersection of Pipers Glen Boulevard and El Clair Ranch Road, and for the relocation of the existing at grade golf cart crossing of El Clair Ranch Road to the signalized intersection. (MONITORING -Engineering)
- b. Adequate and sufficient surety, as required by the County Engineer, **shall be posted to cover** the cost of the signalization by no later than May 1, 1994. This surety shall also provide for appropriate signalization at the existing golf cart crossing of Pipers Glen Boulevard between Parcels A-1 and A-2 as determined to **be** necessary by the County Engineer. (MONITORING - Engineering)

6. Former Condition E.9. **o f** Resolution No. 91-1068 which currently reads:

All surety to provide for the construction/completion of Jog Road, El Clair Ranch Road and Pipers Glen Boulevard **and Canal** Crossings (L-28 and E-3) east of Jog Road shall

be renewed based upon an engineer's certified cost estimate to complete these roadways. This surety shall include a golf cart grade separation between Parcels A-1 and A-2. This surety shall be posted prior to August 1, 1991.

is hereby amended to read:

All surety, as required by the County Engineer, to provide for the construction/ completion of the segment of Pipers Glen Boulevard from Jog Road through to **Hagan Ranch Road** shall be posted based upon an engineer's certified cost estimate to complete the roadway pursuant to minimum county standards. This surety shall be posted no later than May 1, 1994. (MONITORING - Engineering)

7. There shall be no further final plat approvals within the PUD (except for the proposed replat of a portion of Southpointe Plat No. 2) until such time as the **"PUD Work"** (i.e. all remaining infrastructure improvements required by the conditions of approval of this and prior Resolutions) is completed or adequate and sufficient sureties are posted for completion of such improvements. The cost of constructing the PUD Work shall be shared among the owners of all unplatted parcels within the PUD west of Jog Road as set forth in that certain **Inter-Developer Agreement** entered into between the various property owners dated January 24, 1994. Property owners will be permitted to independently file and process applications for plats of their separate parcels. However, pursuant to the terms of the Inter-Developer Agreement, as agreed to by the owners of the unplatted parcels within the PUD located west of Jog Road and as set forth in that certain Inter-Developer Agreement entered into between the various property owners within the PUD located west of Jog Road, an application for plat approval shall not be considered for any parcel west of Jog Road until evidence of payment of the particular owner's share of the costs for the PUD Work, in the form of a receipt signed by the designated escrow agent (as provided for in paragraph 5 of the Inter-Developer Agreement), is presented to the Land Development Division of the County Engineer's Office. The affected property owners have acknowledged that the County Engineer is authorized to rely solely upon the receipt signed by the designated escrow agent under the Interdeveloper Agreement (currently being Chicago Title Insurance Company) as evidence of compliance with this condition. The County Engineer is not required to make any further inquiries concerning the parties' compliance with the Agreement. Palm Beach County shall have no liability whatsoever for any parcel owner's failure to perform **its** obligations under the Inter-Developer Agreement. (ENGINEERING)
8. a. No later than June 1, 1994, the parcel owners shall ensure that the portions of El Clair Ranch Road, Jog Road and Pipers Glen Boulevard previously constructed within the PUD shall be improved to previously approved plans and standards of Palm Beach County, so that these road segments may be delivered to the County for maintenance. (MONITORING - Engineering)
- b. Unless the work is completed by, or sureties for this work are submitted by, May 1, 1994, no submittals for plat technical compliance shall be accepted by the County Engineer's Office, except for the proposed replat of a portion of Southpointe Plat No. 2 (Parcel A2.A). For purposes of this condition, adequate surety shall be 110% (one hundred ten percent) of a professional engineer's

certified cost estimate for the described work. The engineer's certified cost estimate shall be submitted to the County Engineer's Office by no later than March 1, 1994. (ENGINEERING)

9. The western segment of Piper's Glen Boulevard within the PUD, between Jog Road on the east and **Hagen** Ranch Road on the west, which previously was planned as a public roadway, shall be built and maintained by the owners of the unplatted parcels within the PUD located west of Jog Road (except Westchester Golf & County Club Association) and their successors in interest as a restricted access private roadway. (ENGINEERING)
10. Except as otherwise provided in this Resolution, all PUD Work required by this Resolution shall be completed by no later than February 1, 1996 (subject to delays arising from adverse weather conditions, acts of God, and other unavoidable casualties), unless otherwise specified herein. Failure to complete the PUD Work within said time frames shall subject the PUD to potential stop work orders or other sanctions as set forth in Section 5.8 of the Unified Land Development Code. (MONITORING - Engineering)

Commissioner Marcus moved for approval of the Resolution.

The motion was seconded by Commissioner Roberts and, upon being put to a vote, the vote was as follows:

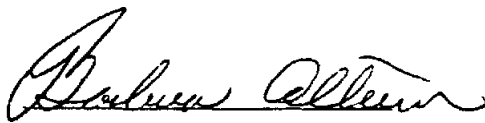
MARY MCCARTY, CHAIR	--	Absent
BURT AARONSON	--	Aye
KEN FOSTER	--	Aye
MAUDE FORD LEE	--	Aye
KAREN T. MARCUS	--	Aye
WARREN H. NEWELL	--	Absent
CAROL ROBERTS	--	Aye

The Chair thereupon declared the resolution was duly passed and adopted this 27th day of January, 1994.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

BY:



DOROTHY H. WILKEN, CLERK
BY: Jina M. Blair
DEPUTY CLERK

