



**BOARD OF COUNTY COMMISSIONERS  
ZONING MEETING**

**AMENDMENTS TO THE AGENDA  
APRIL 25, 2013**

**AGENDA ITEM #  
(PAGE #)**

**APPLICATION/CHANGE**

**POSTPONEMENTS/REMANDS/WITHDRAWALS**

7. ZV/Z/CA-2012-2085 Raceway Market

Amend **MOTION** as follows:

**MOTION:** To postpone to June ~~27~~ 24, 2013.

8. Z-2012-2793 Rasmussen Residential

Amend **MOTION** as follows:

**MOTION:** To postpone to June ~~27~~ 24, 2013.

**CONSENT AGENDA**

**REGULAR AGENDA**

**COMMENTS**

**C. PLANNING DIRECTOR**

Add New Item (See Attachment A to Amendments to Agenda)

10. Agricultural Reserve Conservation Easement Template Approval

**Motion:** To approve modifications to the Agricultural Reserve Conservation Easement template.



# ATTACHMENT A

## MEMORANDUM

**Department of Planning,  
Zoning & Building**

2300 North Jog Road  
West Palm Beach, FL 33411-2741  
(561) 233-5000

Planning Division 233-5300  
Zoning Division 233-5200  
Building Division 233-5100  
Code Enforcement 233-5500  
Contractors Certification 233-5525  
Administration Office 233-5005  
Executive Office 233-5228  
[www.pbcgov.com/pzb](http://www.pbcgov.com/pzb)

**Palm Beach County  
Board of County  
Commissioners**

Steven L. Abrams, Mayor

Priscilla A. Taylor, Vice Mayor

Hal R. Valche

Paulette Burdick

Shelley Vana

Mary Lou Berger

Jess R. Santamaria

**County Administrator**

Robert Weisman

*"An Equal Opportunity  
Affirmative Action Employer"*

**TO:** The Honorable Steven L. Abrams, Mayor, and The Board of County Commissioners

**FROM:**  Bryan M. Davis, Principal Planner  
Planning Division, PZB

**DATE:** April 18, 2013

**RE:** Agricultural Reserve Conservation Easement Template Approval

At the July 26, 2012 BCC Zoning meeting, the BCC approved a Development Order Amendment (DOA) for the Amestoy AGR-PUD, which included modifications to Planning conditions of approval. Among the changes in the resolution (R-2012-1057) was a modification that removed the prohibition on "packing plants" in AGR-PUD Preserve parcels. This condition modification was consistent with actions by the BCC last year that similarly modified the Comprehensive Plan and Unified Land Development Code to allow for packing plants in AGR-PUD Preserves.

Historically, BCC policy has been that the conservation easements shall be a in a form approved by the BCC. To date, there is no BCC-approved conservation easement template that allows for a packing plant. As such, staff recommends approval of the attached conservation easement template form, as modified for use in preserve parcels with packing plants.

### Attachment

pc: Verdenia Baker, Deputy County Administrator  
Rebecca Caldwell, Executive Director, PZB  
Lorenzo Aghemo, Planning Director, PZB  
Jon MacGillis, ASLA, Zoning Director, PZB  
Robert P. Banks, Esq., Chief Land Use County Attorney  
Howard J. Falcon III, Esq., Assistant County Attorney

PROJECT: \_\_\_\_\_  
Preserve Parcel Names: \_\_\_\_\_

CONSERVATION EASEMENT

This Conservation Easement ("Easement") is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by insert name of Grantor, insert address (\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, having its principal office located at \_\_\_\_\_ (the "Grantor"), to PALM BEACH COUNTY, a political subdivision of the State of Florida, with a mailing address of 301 North Olive Avenue, West Palm Beach, Florida 33401 (the "Grantee"), and LAKE WORTH DRAINAGE DISTRICT, a Special Taxing District existing under the Laws of the State of Florida, with a mailing address of 13081 Military Trail, Delray Beach, Florida 33484-1105 (the "Grantee"). The term "Grantor" shall include any successor or assign of Grantor and all subsequent owners of the Property, and the term "Grantee" shall include any successor or assign of Grantee.

WITNESSETH

WHEREAS, Grantor is the owner of that certain real property situated in Palm Beach County, Florida, being \_\_\_\_\_ acres more or less, and specifically described in attached Exhibit "A" (the "Property"); and

WHEREAS, Grantor has agreed to allow the Property to be designated a Preservation Area pursuant to Article 3, Chapter E, Section 2.F.3 of the Palm Beach County Unified Land Development Code (the "Code"); and

WHEREAS, such designation of the Property as a Preservation Area is in connection with and on behalf of development of the project known as insert project name (the "Project") and is required in order for the Project to meet the AGR PUD 60/40 Option criteria as stated in the Code, Future Land Use Element Objective 1.5 of the Palm Beach County Comprehensive Plan ("the "Comp Plan"), and Resolution No. R-insert resolution # (the "Resolution"), Planning Condition of Approval insert condition letter & #.

WHEREAS, the Lake Worth Drainage District has certified for regional water management purposes a portion of the Property specifically described in attached Exhibit "B" (the "Restricted Property").

NOW, THEREFORE, in consideration of the above, and the mutual covenants, terms, conditions, and restrictions stated herein, Grantor hereby grants, conveys, creates, and establishes a conservation easement under Article 3, Chapter E, Section 2.F.3.hg.2 of the Code to, for, and in favor of Grantee upon the Property of the nature and character and to the extent hereinafter set forth, which shall run with the land and be binding on Grantor, and shall remain in full force and effect forever.

1. Purpose. The purpose of this Easement is to support, preserve and perpetuate bona fide agricultural and open space uses of the Property, and to preserve any environmentally significant upland or wetland habitats located on the Property.

2. Permitted Uses. Grantor may use the Property for:

a. Crop production, pasture, equestrian activities, wholesale or retail nursery operation or fallow land;

b. Construction and maintenance of structures essential to the uses listed in subsection 2a., above, such as barns, stables, pumps, and pump houses, but specifically excluding agricultural support structures, such as processing facilities and packing plants, which are prohibited;

c. Maintenance and occupation of security, caretaker, farm worker or grooms quarters, or other residential structure provided that the quarters or structure is used solely for one of the purposes listed under Table 3.E.1.B-10, of the Code, any applicable special permit is obtained for such use, and requisite density exists on the Property for such use;

d. A Water Preserve Area if designated by the South Florida Water Management District ("SFWMD"), or for regional water management purposes as certified by either Lake Worth Drainage District or SFWMD, or for water management purposes not directly related to the Project if approved by the Palm Beach County Department of Environmental Resources Management ("ERM") and managed for environmental resource values;

e. Wetland restoration and maintenance, or bona fide agriculture as defined by the Code; and

f. Those other activities authorized within a Preservation Area under Table 3.E.1.B-10, of the Code and consistent with applicable provisions of the Comp Plan.

3. Prohibited Uses. Any use of or on the Property that is not specifically listed or included in Section 2, above, or that is inconsistent with agricultural, environmentally significant uplands or wetlands, or open space preservation is prohibited by this Easement.

4. Rights of Grantee. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

a. To enter upon the Property at reasonable times, at Grantee's sole risk, in order to monitor Grantor's compliance with, and otherwise enforce the terms of this Easement provided that such entry shall be upon reasonable notice to Grantor and shall not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor; and

b. To enjoin any activity on or use of the Property that is inconsistent with this Easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

5. No Recourse to Development Area. Grantor acknowledges and agrees that the Property constitutes the Preservation Area for the Project approved under the Resolution. Grantee acknowledges and agrees that, notwithstanding anything to the contrary, in the event of any violation or threatened violation of any of the terms of this Easement, Grantee shall have no

recourse or remedy against the development area of the AGR-PUD approved under the Resolution (the "Development Area"), and Grantee's sole remedy or recourse for any such violation or threatened violation of this Easement shall be against Grantor and the Property and not the Development Area.

6. No Recourse to Preservation Area. Grantee acknowledges and agrees that the Property constitutes the Preservation Area for the Project approved under the Resolution. Grantee acknowledges and agrees that, notwithstanding anything to the contrary, in the event that the Development Area becomes in violation, or there is a threatened violation, of any applicable approvals for the Project, the Grantor shall have no liability whatsoever, and Grantee's sole remedy or recourse for any such violation or threatened violation shall be against the owner of the Development Area and not against the Grantor in the capacity as Grantor of this easement for the Preserve Property.

7. Exotic Plant Removal. Grantor shall maintain the Property free and clear of all prohibited and invasive non-native plant species ("Exotics"), as defined in the Code and the most current Florida Environmental Pest Plant Council Category I Plant List, as required by a condition of approval for the Project. Grantor shall remove all Exotics from the Property and thereafter maintain the Property free of Exotics pursuant to the Exotic Vegetation Management Removal Plan approved by ERM.

8. Wetlands (if applicable). The parties acknowledge and agree that wetlands have been identified on the Property as described and depicted on attached Exhibit "C" (the "Wetlands"). Grantor shall preserve and maintain the Wetlands in the same condition that existed as of the date of this Easement (with the exception of the removal of exotic plants), subject to natural growth or decline. Any human-caused alteration of the Wetlands shall be a violation of this Easement.

9. Native Uplands (if applicable). The parties acknowledge and agree that significant native upland vegetation has been identified on the Property as described on attached Exhibit "D" (the "Uplands"). Grantor shall preserve and maintain the Uplands in the same condition that existed as of the date of this Easement (with the exception of the removal of exotic plants), subject to natural growth or decline. Any human-caused alteration of the Uplands shall be a violation of this Easement.

10. Access. No right of access by the general public is conveyed or restricted by this Easement.

11. Operation and Upkeep. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

12. Enforcement. Enforcement of the terms, conditions, and restrictions of this Easement shall be at the reasonable discretion of Grantee and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. No third party shall have the right to enforce this Easement.

13. Warranties. Grantor hereby warrants and represents that Grantor is lawfully seized of the

Property in fee simple and has good right and title to grant and convey this Easement to Grantee, and that the Property is free and clear of any mortgage, lien, or other encumbrance that may impair the enforceability of the Easement.

14. Construction. The parties expressly acknowledge and agree that this Easement is the result of mutual arms-length negotiations, and that this Easement shall not be construed more strongly against either party regardless of who was responsible for preparing, drafting or transcribing the Easement.

15. Lake Worth Drainage District ("LWDD"). Notwithstanding anything to the contrary contained herein, the use of the Restricted Property is hereby certified by the Lake Worth Drainage District to serve regional water management purposes; and, therefore the only permitted use on the Restricted Property is that authorized and permitted by the Lake Worth Drainage District provided such rights, title, interest, easements and right-of-way are utilized in accordance with the statutory authority granted to the Lake Worth Drainage District pursuant to F.S. Chapter 298 and Special Act 982009-525258. Having made such certification, the County acknowledges and agrees that enforcement of this Easement as it relates to the use and enjoyment of the Restricted Property shall be the sole responsibility of the Lake Worth Drainage District and not the County. In the event the Lake Worth Drainage District does not utilize the Restricted Property in accordance with the statutory authority granted to the Lake Worth Drainage District pursuant to F.S. Chapter 298 and Special Act 982009-525258, the County shall have the right to enforce the terms of this Easement. Furthermore, nothing contained herein shall effect the rights, title, interests, easements and rights-of-way of the Lake Worth Drainage District existing as of the date of recordation of this Conservation Easement provided such rights, title, interest, easements and right-of-way are utilized in accordance with the statutory authority granted to the Lake Worth Drainage District pursuant to F.S. Chapter 298 and Special Act 982009-525258. As required, pursuant to Section 298.301, F.S., Lake Worth Drainage District's action must be consistent with the Palm Beach County Comprehensive Plan.

16. Severability. If any provision of this Easement or the application thereof is found to be invalid, the remaining provisions of the Easement shall not be affected as long as the purpose of the Easement is protected.

17. Amendment. This Easement may be amended, altered, released, or revoked only by written agreement between the parties, their successors or assigns, which shall be filed in the public records of Palm Beach County, Florida.

18. Notices. All notices or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail addressed to the appropriate party or successor.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms conditions restrictions and purpose imposed by this Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Conservation Easement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_  
insert name of grantor

~~Witness signature~~ \_\_\_\_\_

By: \_\_\_\_\_

~~Witness printed~~ Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
~~Witness signature~~

\_\_\_\_\_  
\_\_\_\_\_  
~~Witness printed name~~  
STATE OF FLORIDA  
COUNTY OF PALM BEACH

~~The foregoing instrument was acknowledged before me the undersigned authority on this~~  
~~\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_, as~~  
~~\_\_\_\_\_ of \_\_\_\_\_, on behalf of said~~  
~~company. He/she is personally appeared known to me or has produced~~  
~~\_\_\_\_\_, the insert title of insert corporation name, on~~  
~~behalf of said corporation, who is personally known to me or who has produced a valid driver's~~  
~~license as identification and who did (did not) take an oath.~~

NOTARY SEAL:

\_\_\_\_\_  
Notary Public

Print Notary Name

My Commission Expires: \_\_\_\_\_

Print Notary Name

[signatures and notary acknowledgments continue on next page]

Witness:  
GRANTEE:

LAKE WORTH DRAINAGE DISTRICT, a special taxing district existing under the laws of the State of Florida

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the LAKE WORTH DRAINAGE DISTRICT, a special taxing district existing under the laws of the State of Florida, both of whom acknowledged executing the foregoing instrument and both of whom are known to me and did not take an oath.

Witness signature

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Witness printed name

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Name:

aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Title: WITNESS my hand and official seal in the County and State last

NOTARY SEAL:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Notary Name

My Commission Expires: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

\_\_\_\_\_  
Assistant County Attorney

***EXHIBIT "A"***

The Property

(insert preserve name)

1. Insert legal description.
2. Insert overall location map as to where the preserve is located in the Ag. Reserve.
3. Insert a map of the preserve area with boundaries of conservation easement.

**EXHIBIT "B"**

~~(Restricted Property)~~

- ~~1. Include exhibit "B" if there is LWDD condition requiring in resolution.~~
- ~~2. Insert legal description.~~
- ~~3. Insert map with the location of the restricted property.~~

Exhibit "B"

**EXHIBIT "C"**

(Wetlands)

1. Include exhibit "C" if there are wetlands.
2. Insert legal description.
3. Insert map with the location of the wetlands.

**EXHIBIT "D"**

(Native Uplands)

1. Include exhibit "D" if there are native uplands.
2. Insert legal description.
3. Insert map with the location of the native uplands.



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**BOARD OF COUNTY COMMISSIONERS  
ZONING MEETING**

**THURSDAY APRIL 25, 2013**

**9:30 A.M. 6<sup>TH</sup> FLOOR**

**JANE M. THOMPSON MEMORIAL CHAMBERS**

**CALL TO ORDER**

- A. Roll Call
- B. Opening Prayer and Pledge of Allegiance
- C. Proof of Publication
- D. Swearing In
- E. Adoption of Agenda

**POSTPONEMENTS/REMANDS/WITHDRAWALS AGENDA**

**CONSENT AGENDA**

**REGULAR AGENDA**

**COMMENTS**

**ADJOURNMENT**

Web address: [www.pbcgov.com/pzb/](http://www.pbcgov.com/pzb/)

*Disclaimer: Agenda subject to changes at or prior to the public hearing.*

**AGENDA  
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**APRIL 25, 2013**

**CALL TO ORDER**

- A. Roll Call - 9:30 A.M.
- B. Opening Prayer and Pledge of Allegiance
- C. Proof of Publication - Motion to receive and file
- D. Swearing In - County Attorney
- E. Motion to Adopt Agenda

**POSTPONEMENTS/REMANDS/WITHDRAWALS AGENDA**

**A. POSTPONEMENTS**

1. [DOA/CA-2012-03113](#) Title: a Development Order Amendment application of Wellington Preparatory School, LLC by Dunay Miskel Backman and Blattner LLP, Agent. Request: to reconfigure the Site Plan, add square footage, add a new use, and modify Conditions of Approval (Building and Site Design, Daycare, Use Limitation)

Title: a Class A Conditional Use of Wellington Preparatory School, LLC by Dunay Miskel Backman and Blattner LLP, Agent. Request: to allow a School, Elementary or Secondary

General Location: North side of Lake Worth Road west of Lyons Road (**Wellington Preparatory School**) (Control 1998-00012)

Pages: 1 - 1

Project Manager: Carol Glasser

Size: 3.19 acres ±

BCC District: 6

Staff Recommendation: Staff recommends a postponement to May 23, 2013.

**MOTION:** To postpone to May 23, 2013.

2. [DOA/R-2012-01264](#) Title: a Development Order Amendment application of Rreef America Reit li Corp J by Dunay Miskel Backman and Blattner LLP, Agent. Request: to reconfigure the Site Plan, modify Conditions of Approval (Parking) and add square footage

General Location: Southeast corner of Glades Road and SR 7 (**Festival Shoppes of Boca PCD**) (Control 1990-00024)

Pages: 2 - 2

Project Manager: David McGuire

Size: 36.96 acres ±

BCC District: 5

(affected area 2.63 acres ±)

Staff Recommendation: Staff recommends a postponement to May 23, 2013.

**MOTION:** To postpone to May 23, 2013.

3. **ABN/SV/Z/CA-2012-03116** Title: a Development Order Abandonment application of Glenn Mestellar, Cheryl Justus by Cotleur & Hearing Inc., Agent. Request: to abandon the Special Exception for an Interim Sewage Treatment Plant approved via Resolution R-1975-957

Title: a Subdivision Variance of Glenn Mestellar, Cheryl Justus by Cotleur & Hearing Inc., Agent. Request: to allow a reduction in the minimum legal access width

Title: an Official Zoning Map Amendment of Glenn Mestellar, Cheryl Justus by Cotleur & Hearing Inc., Agent. Request: to allow a Rezoning from the Residential High Density (RH) Zoning District to the Single Family Residential (RS) Zoning District

Title: a Class A Conditional Use of Glenn Mestellar, Cheryl Justus by Cotleur & Hearing Inc., Agent. Request: to allow an Elementary or Secondary School (Charter)

General Location: Approximately 0.3 mile north of Church Road on the east side of Limestone Creek Road (**Els Center of Excellence**) (Control 1975-00168)

Pages: 3 - 3

Project Manager: Joyce Lawrence

Size: 19.87 acres ±

BCC District: 1

(affected area 25.83 acres ±)

Staff Recommendation: Staff recommends a postponement to May 23, 2013.

**MOTION:** To postpone to May 23, 2013.

4. **ABN/CA-2012-02097** Title: a Development Order Abandonment application of Bedner Farm Inc - Charles Bedner by Land Design South Inc., Agent. Request: to abandon a Class A Conditional Use for a Produce Stand approved via Resolution R-2008-917

Title: a Class A Conditional Use of Bedner Farm Inc - Charles Bedner by Land Design South Inc., Agent. Request: to allow an Agriculture Marketplace

General Location: Southwest corner of Lee Road and SR 7/US 441 (**Bedner Oaks**) (Control 2007-00357)

Pages: 4 - 4

Project Manager: Joyce Lawrence

Size: 81.88 acres ±

BCC District: 5

(affected area 7.00 acres ±)

Staff Recommendation: Staff recommends a postponement to May 23, 2013.

**MOTION:** To postpone to May 23, 2013.

5. **ZV/DOA-2012-03106** Title: a Type II Variance application of G & I VII Polo Club Llc by Land Design South Inc., Agent. Request: to allow an utility easement encroachment of a right-of-way buffer, to reduce the width and the number of shrubs, to eliminate the wall and to allow a 100% utility easement overlap of a type III incompatibility buffer and parking

Title: a Development Order Amendment of G & I VII Polo Club Llc by Land Design South Inc., Agent. Request: to reconfigure the site plan, add new uses and add square footage

General Location: Southwest corner of Military Trail and Champion Boulevard (**Polo Club Shoppes**) (Control 1986-00090)

Pages: 5 - 5

Project Manager: David McGuire

Size: 13.64 acres ±

BCC District: 5

(affected area 1.83 acres ±)

Staff Recommendation: Staff recommends a postponement to May 23, 2013.

**MOTION:** To postpone to May 23, 2013.

6. **ZV/DOA/R-2012-00979** Title: a Type II Variance application of SE Petro One LLC by Core States Group, Agent. Request: to allow easement overlap in a right-of-way buffer, to allow a reduction of right-of-way buffer width, divider median width, dumpster setback, and a reduction in the number of feet of queuing

Title: a Development Order Amendment of SE Petro One LLC by Core States Group, Agent. Request: to reconfigure the Site Plan; add square footage and pumps; and, modify Condition of Approval (Site Design)

Title: a Requested Use Request of SE Petro One LLC by Core States Group, Agent. Request: to allow a Convenience Store with Gas Sales

General Location: South side of Glades Road east of Florida's Turnpike (**Arvida Parkway Center**) (Control 1980-00161)

Pages:

Project Manager: Carol Glasser

Size: 23.84 acres ±

BCC District: 5

(affected area 1.46 acres ±)

Staff Recommendation: Staff recommends a postponement to May 23, 2013.

**MOTION:** To postpone to May 23, 2013.

- 7. **ZV/Z/CA-2012-02085** Title: a Type II Variance application of Race Trac Petroleum by Land Design South Inc., Agent. Request: to allow 24 hour operation within 250 feet of a residential district and to allow a reduction in the required side setback.  
Title: an Official Zoning Map Amendment of Race Trac Petroleum by Land Design South Inc., Agent. Request: to allow a rezoning from the Agricultural Residential (AR) Zoning District to the Community Commercial (CC) Zoning District  
Title: a Class A Conditional Use of Race Trac Petroleum by Land Design South Inc., Agent. Request: to allow a Convenience Store with Gas Sales  
General Location: Northwest corner of Lantana Road and Haverhill Road **(Raceway Market)** (Control 2012-00253)

Pages:

Project Manager: David McGuire

Size: 6.88 acres ±

BCC District: 2

(affected area 1.78 acres ±)

Staff Recommendation: Staff recommends a postponement to June 27, 2013.

**MOTION:** To postpone to June 27, 2013.

- 8. **Z-2012-02793** Title: an Official Zoning Amendment application of Race Trac Petroleum Inc - Cory Hopkins by Land Design South Inc., Agent. Request: to allow a rezoning from the Agricultural Residential (AR) Zoning District to the Single-family Residential (RS) Zoning District  
General Location: Approximately 350 feet north of Lantana Road at the southwest corner of Nash Trail and Haverhill Road **(Rasmussen Residential)** (Control 2012-00580)

Pages:

Project Manager: David McGuire

Size: 6.88 acres ±

BCC District: 2

(affected area 5.10 acres ±)

Staff Recommendation: Staff recommends postponement to June 27, 2013.

**MOTION:** To postpone to June 27, 2013.

**B. REMANDS**

**C. WITHDRAWALS**

**END OF POSTPONEMENTS/REMANDS/WITHDRAWALS AGENDA**

**CONSENT AGENDA**

**A. REQUESTS TO PULL ITEMS FROM CONSENT**

**B. DISCLOSURES FOR THE CONSENT ITEMS**

**C. STATUS REPORTS - NEW**

**D. PREVIOUSLY POSTPONED ZONING APPLICATIONS**

**E. ZONING APPLICATIONS - NEW**

- 9. [EAC-2013-00156](#) Title: an Expedited Application Consideration application of Board of County Commissioners by Palm Beach County, Agent. Request: to delete Conditions of Approval (General, Site Plan approval; Use Limitations; Compliance and Engineering)

General Location: North and south sides of Westgate Avenue, east of Military Trail, west of Congress Avenue (**Westgate CRA**) (Control 1994-00094)

Pages: 6 - 17

Conditions of Approval (11 - 13)

Project Manager: Autumn Sorrow

Size: 21.10 acres ±

BCC District: 7

Staff Recommendation: Staff recommends approval of an Expedited Application Consideration (EAC) to delete Conditions of Approval (General, Site Plan Approval, Use Limitations, Compliance, Engineering) of Resolution R-1995-427.

**MOTION:** To adopt a resolution approving an Expedited Application Consideration (EAC) to delete Conditions of Approval (General, Site Plan Approval, Use Limitations, Compliance, Engineering) of Resolution R-1995-427.

**F. CORRECTIVE RESOLUTIONS**

**G. ABANDONMENTS**

**END OF CONSENT AGENDA**

**REGULAR AGENDA**

- A. ITEMS PULLED FROM CONSENT**
  
- B. DISCLOSURES FOR ITEMS PULLED FROM THE CONSENT AGENDA**
  
- C. PUBLIC OWNERSHIP ZONING DISTRICT - DEVIATIONS**
  
- D. PREVIOUSLY POSTPONED STATUS REPORTS**
  
- E. STATUS REPORTS - NEW**
  
- F. SMALL SCALE LAND USE AMENDMENTS AND ZONING APPLICATIONS**
  
- G. LARGE SCALE LAND USE PLAN AMENDMENT ADOPTION**
  
- H. PREVIOUSLY POSTPONED ZONING APPLICATIONS**
  
- I. ZONING APPLICATIONS - NEW**
  
- J. ULDC AMENDMENTS**
  
- K. COMPREHENSIVE PLAN TEXT AMENDMENTS**
  
- L. OTHER ITEMS**

**END OF REGULAR AGENDA**

**COMMENTS**

- A. COUNTY ATTORNEY**
  
- B. ZONING DIRECTOR**

**C. PLANNING DIRECTOR**

**D. EXECUTIVE DIRECTOR**

**E. DEPUTY COUNTY ADMINISTRATOR**

**F. COMMISSIONERS**

**ADJOURNMENT**

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