

~~building and wood shed as indicated on the Survey, prepared by Dailey and Associates dated May 9, 2013, amended December 12, 2013.~~

~~b. The area of the design feature shall be approximately 6,000 square feet (65 foot length and 90 foot depth);~~

~~c. All existing pines that are infested by Pine Bore Beetles shall be removed prior to February 28th, 2014. The intent is to prevent the further infestation of the beetle to other trees.~~

~~d. Existing pines, that are removed shall be replaced pursuant to ULDC Table 7.D.2.D. entitled, "Tree Credit and Replacement", and indicated on the Final Site Plan.~~

~~e. The replacement pines shall be planted in the original location or in close proximity of the original location. (DRO:ZONING-Zoning)~~

LANDSCAPE - GENERAL-ALONG THE SOUTH PROPERTY LINE (FRONTAGE OF INDIANTOWN ROAD)

6. Previous ZONING - LANDSCAPING condition 2 of Resolution R-2008-703, Control No.2006-00185, which currently states:

In addition to the code requirements, landscaping along the south property line shall be upgraded to include:

a. a buffer strip with an average width of twenty-five (25) feet. The Buffer width shall range from twenty (20) to forty-five (45) feet and shall be exempt from the firebreak areas. There shall be a minimum of three locations-where the buffer width expands to forty-five (45) feet;

b. one (1) pine for each twenty (20) linear feet of the property line; and shall be planted in clusters of five (5) to seven (7) pines. Pine height shall be a minimum of twelve (12) feet to sixteen (16) feet at installation and have a maximum spacing of forty (40) feet between clusters;

c. a six (6)-foot high continuous hedge consisting of Wax Myrtles or a similar species approved by the Landscape Section. The hedge material shall be allowed to count toward the ULDC required quantity for large shrubs;

d. Saw Palmetto shall replace the ULDC requirement for medium shrubs;

e. all ULDC small shrub materials shall be of native species;

f. in areas where buffer width expands to forty-five (45) feet, a minimum of three (3) Dahoon Hollies with a minimum height of twelve (12) feet shall be provided at each of the expanded buffer areas; and,

g. a three (3) foot high (two railed) split rail fence to be installed meandering between proposed vegetation within this buffer. (BLDG PERMIT: LANDSCAPE - Zoning)

Is hereby amended to read:

In addition to the code requirements, landscaping and buffering along the south property line, except for the firebreak area, shall be upgraded to include:

~~a. a buffer strip with an average width of twenty-five (25) feet. The bBuffer width shall range from twenty (20) to forty five (45) feet and shall be exempt from the firebreak areas. be a minimum of forty (40) feet; There shall be a minimum of three locations where the buffer width expands to forty five (45) feet;~~

~~b. a six (6) foot high wall;~~

~~c. one (1) Dahoon Holly for each twenty (20) linear feet of the property line. Height shall be a minimum of twelve (12) feet at installation. Trees shall be planted on the north side of the proposed wall;~~

~~d.~~b.~~ one (1) pine for each twenty (20) linear feet of the property line; and shall be planted in clusters of five (5) to seven (7) pines. Pine height shall be a minimum of twelve (12) feet to sixteen (16) feet at installation and have a maximum spacing of forty (40) feet between clusters. Pine species shall be of South Florida Slash Pines or a similar species that is approved by the Landscape Section;~~

~~e.~~e.~~ a six (6)-foot high continuous hedge consisting of Wax Myrtles or a similar species approved by the Landscape Section. The hedge material shall be allowed to count toward the ULDC required quantity for large shrubs;~~

~~f.~~f.~~ Saw Palmetto shall replace the ULDC requirement for medium shrubs; and,~~

~~e.~~g.~~ all ULDC small shrub materials shall be of native species.~~

~~f. in areas where buffer width expands to forty-five (45) feet, a minimum of three (3) Dahoon Hollies with a minimum height of twelve (12) feet shall be provided at each of the expanded buffer areas; and,~~

~~g. a three (3) foot high (two railed) split rail fence to be installed meandering between proposed vegetation within this buffer. (BLDG PERMIT: LANDSCAPE - Zoning)~~

LANDSCAPE - GENERAL

7. The existing Laurel Oak (identified as Tree #25 on the Tree Survey submitted November 25, 2013) located within the proposed lake shall be replaced with three (3) Live Oaks. Height of the proposed oaks shall be a minimum of twenty-two (22) feet, and shall be planted on the previous Recreational Vehicle (RV) sites 92 and 93. (BLDG PERMIT:LANDSCAPE - Zoning)

8. Prior to final approval by the Development Review Officer (DRO), the Regulating Plan shall be amended to include a lot detail of Recreational Vehicle (RV) sites 26, 27, 28, 36, 37, 71, 73, 91, and 94. The detail shall indicate the location of the RV pad and accessory structure to ensure the preservation of the existing trees on these sites. (DRO: Zoning-Zoning)

9. Prior to the issuance of the building permit for the Recreational Vehicle (RV) pad and accessory structures on RV sites 26, 27, 28, 36, 37, 71, 73, 91, and 94, a tree preservation inspection by the Landscape Section shall be completed. (BLDG PERMIT:LANDSCAPE - Zoning)

10. All preserved trees shall be marked and barricaded past the drip line to ensure survival. Where applicable, tree wells shall be utilized to ensure proposed fill will not impact the root systems of the preserved trees. Deviation in the tree preservation maybe permitted subject to the approval by the Zoning Division and the Environmental Resources Management Department (BLDG PERMIT:LANDSCAPE/ERM- Zoning)

Re-number remaining Conditions as necessary

COMMENTS

A. COUNTY ATTORNEY

ADD ITEMS FOR DISCUSSION (Attachment A)

10. National Rent-A-Car, Unity of Control

MOTION: Motion to approve and authorize the Mayor to execute: Declaration of Unity of Control by the Westcap Corporation, Palm Beach County and Enterprise Leasing Company of Florida required by Zoning Resolution R-2014-0106.

Attachment A

Instrument Prepared By
and Return to:

Robert P. Banks, Esq.
Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401-4791

PCN: 00-43-43-29-00-000-7310
00-43-43-29-00-000-7340

DECLARATION OF UNITY OF CONTROL

THIS DECLARATION of Unity of Control ("Declaration") is made this ____ day of _____, 2014, by The Westcap Corporation (of Delaware), a Delaware corporation, whose legal mailing address is 850 E. Anderson Lane, Austin, TX 78752 ("Westcap"), and Palm Beach County, a political subdivision of the State of Florida ("County"), whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791, and Enterprise Leasing Company of Florida, LLC, d/b/a National Car Rental, a Florida limited liability company ("Tenant"), whose legal mailing address is 5105 Johnson Road, Coconut Creek, FL 33073. Westcap and County shall hereinafter be collectively referred to as the "Declarants". Westcap, County and Tenant shall hereinafter be collectively referred to as the "parties".

RECITALS:

A. The Declarants are the owners of two separate properties in Palm Beach County, Florida, as more particularly and singularly described by the legal descriptions as contained on **Exhibit A and Exhibit B**, attached hereto (hereinafter collectively referred to as the "Properties" and singularly as the "Property"), which are leased to Tenant for the development, operation and maintenance of a rental car facility pursuant to that certain Lease Agreement between County and Tenant dated February 5, 2013 (R-2013-0137) and that certain Lease Agreement between Westcap and Tenant dated March 30, 2001 (collectively the "Leases") and which are intended to be developed in accordance with following zoning approval: (**ZV/DOA-2013-02365 and Resolution No. R-2014-0106**) ("Development Order") with a site plan approved by the County, a copy of which is attached hereto as **Exhibit C** ("Site Plan").

B. The Declarants agree that, for the proper development of the Properties by Tenant as a single rental car facility, the Declarants shall provide for mutual and reciprocal driveway rights of ingress and egress, parking, drainage and utilities of whatsoever nature located within the Properties, as shown on the Site Plan, the enjoyment of which rights shall be shared by the respective parties owning any portion of either Property and their respective heirs, successors, assigns and successors in title to all or part of either Property and to the tenants, lessees, agents, employees, guests and invitees of any owner of either Property or any portion thereof and guests and invitees of tenants and lessees legally occupying either Property.

C. The County, in its proprietary capacity as an owner of the Property identified in **Exhibit A** and in its governmental capacity, has a health, safety and welfare interest in safe and

efficient traffic circulation on the road and driveway system and the establishment of common drainage and utilities through the establishment of this Declaration that covers the Properties.

NOW, THEREFORE, in consideration of the grants and agreements herein made and in consideration of \$10.00 in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as though set forth in detail in this place.
2. Unified Control. All structures, uses and parking areas on the Properties are and will be part of a single unified planned development, regardless of ownership. In furtherance of the foregoing, the Properties shall be developed by Tenant in accordance with the Site Plan, as may be amended, and shall be considered for the purpose of complying with land development requirements as if they are one lot.
3. Easements. The Declarants hereby dedicate, grant and establish for the benefit of the Properties, and the owners of any portion thereof (as well as their employees, agents, guests, invitees, mortgagees, tenants, lessees, subtenants, licensees, heirs, successors and assigns) the following easements:
 - a. A non-exclusive easement for pedestrians and vehicular ingress and egress over, on and across the areas within the Properties constituting driveways and roadways, as shown on the Site Plan.
 - b. A non-exclusive easement for the parking of vehicles over, on and across areas within the Properties constituting parking areas, as shown on the Site Plan.
 - c. A non-exclusive easement for the installation, operation and maintenance of utilities necessary to serve all portions of the Properties, including, but not limited to, the right to install, maintain, use, repair and replace underground pipes, ducts, conduits and cables as necessary to transmit and distribute electricity, gas, water, sewer, cable television, drainage, telephone, lighting and other utilities and common public services under such present and future areas of the Properties constituting parking areas, driveways and roadways, as shown on the Site Plan, and through the other portions of the Properties as shown on the Site Plan which specifically provide for and contain such utility lines.
 - d. A non-exclusive easement for surface water management and drainage necessary to serve all portions of the Properties over, under and across such areas within the Properties constituting parking areas, driveways and roadways, as shown on the Site Plan which specifically provide for and contain surface water management and drainage facilities and through the other portions of the Properties as shown on the Site Plan which specifically provide for and contain such surface water management and drainage facilities.

- e. During the term of the Leases, Tenant shall provide for the operation and maintenance of all shared/common facilities, and improvements, which are not provided, operated or maintained at public expense.
 - f. The parties acknowledge and agree that notwithstanding anything to the contrary contained herein, each Declarant shall have the right to terminate this Declaration for the purpose of redeveloping the Property owned by such Declarant as a separate development upon the expiration or earlier termination of one or both of the Leases and abandonment of the Development Order. In such event, the parties shall coordinate to abandon the Development Order and take such other actions as may be necessary to permit the Properties to be redeveloped as separate developments. In the event the Development Order is abandoned and either Declarant desires to terminate this Declaration, the Declarants shall execute and record in the Public Records of Palm Beach County, Florida, an instrument terminating this Declaration; provided such termination is in accordance with the terms of this Declaration. Upon the termination of this Declaration, the Properties shall be released from all covenants, easements and restrictions set forth herein.
 - g. In the event either Declarant desires to terminate this Declaration upon the expiration or earlier termination of one or both of Leases, Tenant shall be responsible for any and all costs and expenses that may be incurred by the Declarants to obtain the necessary governmental approvals to permit the redevelopment of the Properties as separate developments, including, but not limited to, costs and expenses associated with the abandonment of the Development Order and vacating or abandoning any plats that may have been required as a result of Tenant's development of the Properties as single unified development. The provisions of this paragraph shall survive the termination of this Declaration until Tenant's obligations under this paragraph have been satisfied.
4. Covenants Run with the Land. All of the covenants, easements and restrictions herein will constitute covenants running with the land, will be binding upon any and all persons and entities, their respective successors in interest, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in and to all or any portion of the Properties, and all benefits deriving therefrom will accrue to the benefit of all persons and entities, their respective successors in interest, tenants, licensees, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in all or any portion of the Properties.
5. Modification and Termination. This Declaration may not be terminated or modified in any way except as provided in paragraph 3(f) above or by means of an instrument executed by the Declarants after the prior written consent of the Palm Beach County Zoning Director.
6. Owners' Restrictions. No owner of any portion of the Properties shall take or fail to take any action or do or fail to do anything which would, or have the effect of, impeding, obstructing or preventing any other person or entity having rights under this Declaration

from their full and complete use and enjoyment of the easements herein granted. Without limiting the generality of the foregoing, free and full access to, from and across all portions of the Properties which constitute parking areas, driveways and roadways on the Site Plan shall not be blocked, obstructed or impeded.

7. Miscellaneous.

- a. Each covenant in this Declaration is an independent and separate covenant. If any term or provision of the Declaration or the application thereof to any person or circumstance should to any extent be invalid or unenforceable, the Remainder of the Declaration and application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Declaration will be valid and enforceable to the fullest extent permitted by law.
- b. This Declaration shall be recorded in the Public Records of Palm Beach County Florida.
- c. Failure of any party to insist upon or enforce its rights under this Declaration will not constitute a waiver of such rights.
- d. This Declaration and the rights created hereby, including, but not limited to, the cross easements shall be paramount and superior to all leases, conveyances, transfers, liens, assignments, contracts, mortgages, deeds of trust and other encumbrances affecting the Property, from and after the date of recording of this Declaration. Any person acquiring possession to, title of, or interest in the Property or any portion thereof shall do so subject to this Declaration. Any transferee of any interest in any portion of the Property by any means whatsoever shall be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration.
- e. In the event the County conveys its interest in the Property identified in **Exhibit A** to a third party, the County shall be considered a third party beneficiary to this Declaration and shall have the right, but not the obligation, to enforce the Declaration through legal, equitable or administrative proceedings.
- f. The venue for any legal action regarding this Declaration shall be in Palm Beach County Florida.

IN WITNESS WHEREOF, this Declaration is executed on the day and year first above written.

**SHARON R. BOCK
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

By: _____
Department Director

Witnesseth:

Terry Valadez
Printed Name: Terry Valadez

Kelley Benson

Printed Name: Kelley Benson

THE WESTCAP CORPORATION

By: Brian M. Pribyl
Signature

Brian M. Pribyl
Printed Name

Title: President

STATE OF TEXAS)
)SS.
COUNTY OF TRAVIS)

The foregoing instrument was acknowledged before me this 18th day of February, 2014, by Brian M. Pribyl of The Westcap Corporation, as President on behalf of the corporation, () who is personally known to me; or (X) who produced _____, as identification.

B Hamaker
Signature of Notary

Beverly Hamaker
Printed Notary Name

My commission expires: 6-16-17

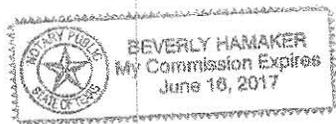


EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1 : 2125 BELVEDERE ROAD, PER DEED BOOK 0856 PAGE 31 & 32

ALSO BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BELVEDERE ROAD WITH THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 43 SOUTH, RANGE 43 EAST, SAID INTERSECTION BEING 660 FEET EAST AND 66 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE NORTH, 660 FEET ALONG THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29; THENCE EAST, 365 FEET; THENCE SOUTH 42° EAST TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BELVEDERE ROAD 1650 FEET EAST OF THE WEST LINE AND 66 FEET NORTH OF THE SOUTH LINE OF SECTION 29; THENCE WEST,

990 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF BELVEDERE ROAD TO THE POINT OF BEGINNING.

LESS THE RIGHT OF WAY IN ORB ORB 992 PAGE 35.

EXHIBIT B

LEGAL DESCRIPTION:

PARCEL 2 : 2121 BELVEDERE ROAD: PER DEED BOOK 687 PAGE 038

ALL OF THAT CERTAIN PLOT OR PARCEL OF LAND IN SECTION 29, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1025 FEET EAST OF THE WEST LINE AND 726 FEET NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 42° EAST TO A POINT IN THE NORTH RIGHT OF WAY LINE OF BELVEDERE ROAD, 1650 FEET EAST OF THE WEST LINE AND 66 FEET NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID BELVEDERE ROAD 280 FEET; THENCE NORTH AT RIGHT ANGLES OR NEARLY SO TO

BELVEDERE ROAD 660 FEET AND THENCE WESTERLY PARALLEL OR NEARLY SO TO SAID NORTH LINE OF BELVEDERE ROAD 909.58 FEET TO THE POINT OF PLACE OF BEGINNING.

LESS THE SOUTH 1.0 FOOT PER ORB 6395 PAGE 571.

PARCEL 3: EASTERLY 50 FEET: PER ORB 4274 PG 224:

A STRIP OF LAND, BEING 50 FEET IN WIDTH, LYING IN THE SOUTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWESTERLY CORNER OF THE PLAT OF BELVEDERE HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 163, PUBLIC RECORDS, PALM

BEACH COUNTY, FLORIDA; THENCE, SOUTH 01°55' 46 WEST, ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID PLAT, A DISTANCE OF 0.79 FEET FOR A POINT OF BEGINNING; THENCE, CONTINUE SOUTH 01°55'46' WEST ALONG SAID LINE, A DISTANCE OF 660.01 FEET TO THE NORTH RIGHT OF WAY LINE OF BELVEDERE ROAD; THENCE, NORTH 88°26'57" WEST, ALONG SAID RIGHT OF WAY LINE AND ALONG A LINE PARALLEL WITH AND 66 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 29, A DISTANCE OF 50.00 FEET; THENCE NORTH 01°55'46" EAST, A DISTANCE OF 660.01 FEET; THENCE, SOUTH 88°26'57" EAST, ALONG A LINE PARALLEL WITH AND 726 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 29, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

LESS THE WEST 0.78 FEET THEREOF PER DEED BOOK 976, PAGE 506.

AND LESS THE SOUTH 1.0 FOOT PER ORB 4285 PAGE 1197.



DemattelWong
architecture

ARCHITECT
2121 & 2125 BELVEDERE ROAD WEST PALM BEACH,
FLORIDA 33411
TEL: 561.853.1100
WWW.DEMATTELOWONG.COM



TENANT IMPROVEMENT FOR:
ENTERPRISE HOLDINGS
WEST PALM BEACH INTERNATIONAL
AIRPORT
2121 & 2125 BELVEDERE ROAD WEST PALM BEACH,
FLORIDA

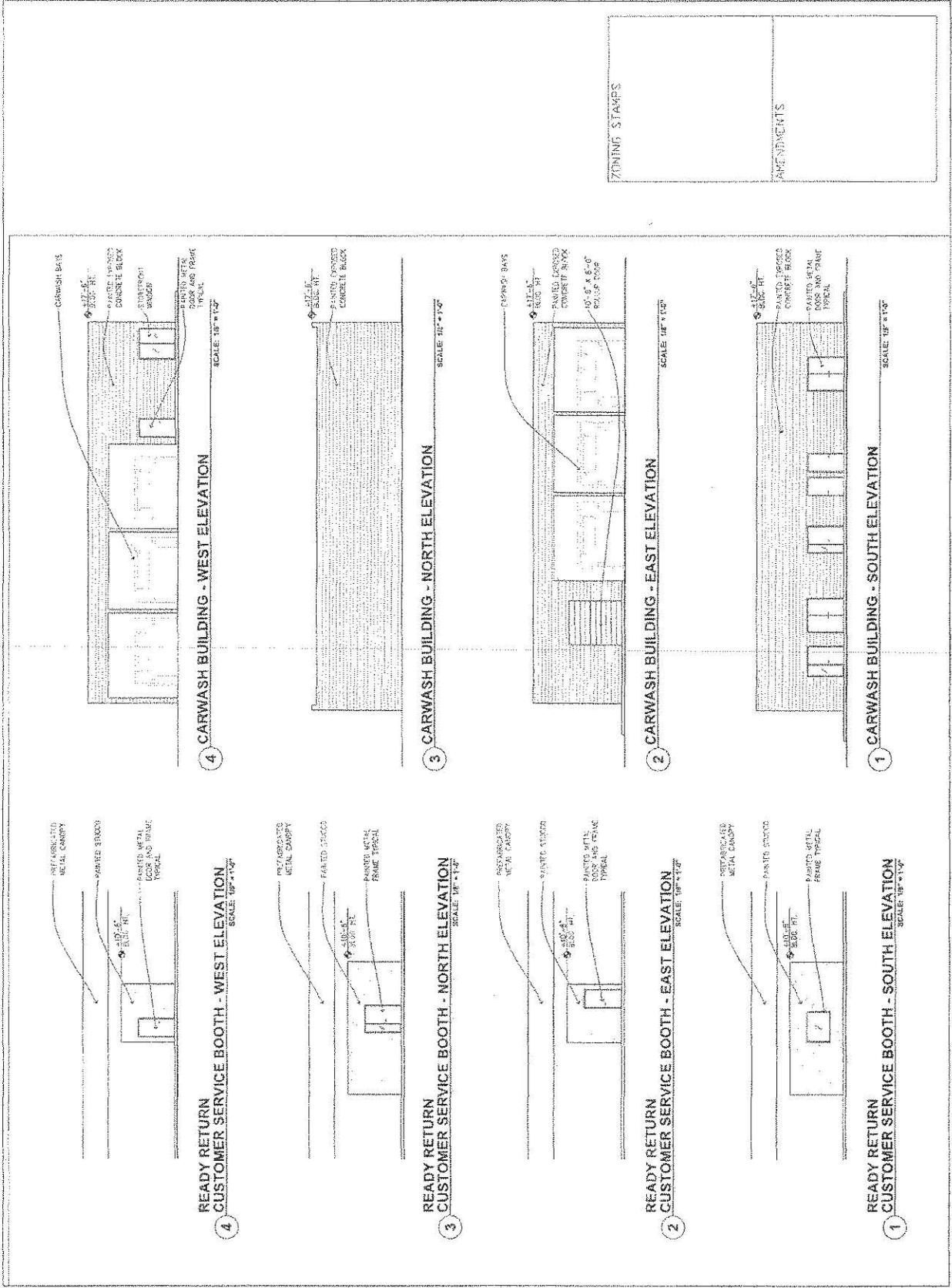
ENTERPRISE HOLDINGS
WEST PALM BEACH
PROPOSED ELEVATIONS

212386

2-19-2014

FINAL DRG
SUBMITTAL

E-2





**BOARD OF COUNTY COMMISSIONERS
ZONING MEETING**

THURSDAY FEBRUARY 27, 2014

9:30 A.M. 6TH 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/

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



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

FEBRUARY 27, 2014

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. **ZV/ABN/DOA-2013-01347** Title: a Type II Variance application of Boca Medical Plaza, LLC by RKB Architects Planners Inc., Agent. Request: to allow a reduction in the number of parking spaces and eliminate a loading space.

Title: a Development Order Abandonment of Boca Medical Plaza, LLC by RKB Architects Planners Inc., Agent. Request: to abandon the Special Exception for a Helipad approved by resolution R-80-1010 and amended by resolutions R-86-96 and R-86-98.

Title: a Development Order Amendment of Boca Medical Plaza, LLC by RKB Architects Planners Inc., Agent. Request: to modify the Site Plan and add square footage.

General Location: Southwest corner of Powerline Road and Camino Real. **(Fountains Center aka Camino Real Centre)** (Control 1980-00108)

Pages: 1 - 1

Project Manager: Carol Glasser

Size: 14.60 acres ±

BCC District: 4

Staff Recommendation: Staff recommends a postponement to March 27, 2014.

MOTION: To postpone to March 27, 2014.

2. **ZV/DOA/R-2013-02595** Title: a Type II Variance application of Shoppes on 18 Street, Inc by Perry & Taylor PA, Agent. Request: to allow a business activity between 11:00 p.m. and 6:00 a.m. within 300 feet of a residential unit; a reduction in the landscape buffer width and plant materials; and, elimination of the required wall.

Title: a Development Order Amendment of Shoppes on 18 Street, Inc by Perry & Taylor PA, Agent. Request: to modify the Site Plan; and, to add a Requested Use.

Title: a Requested Use of Shoppes on 18 Street, Inc by Perry & Taylor PA, Agent. Request: to allow a Cocktail Lounge within 300 feet of a Residential District.

General Location: Approximately 0.5 miles west of Military Trail on the south side of SW 18th Street. **(Shoppes at Village Pointe)** (Control 1984-00152)

Pages: 2 - 2

Project Manager: Joyce Lawrence

Size: 7.00 acres ±

BCC District: 4

(affected area 0.22 acres ±)

Staff Recommendation: Staff recommends a postponement to March 27, 2014.

MOTION: To postpone to March 27, 2014.

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

- 3. **ZV/DOA-2013-01605** Title: a Development Order Amendment application of Partners Point LLC by Jeff H. Iravani Inc., Agent. Request: to reconfigure the Site Plan; and, to add square footage.

General Location: Southwest corner of Atlantic Avenue and Jog Road. **(King's Point Plaza-Walgreens)** (Control 1979-00129)

Pages: 3 - 26

Conditions of Approval (9 - 13)

Project Manager: David McGuire

Size: 14.15 acres ±

BCC District: 5

(affected area 0.95 acres ±)

Staff Recommendation: Staff recommends approval of the Development Order Amendment to reconfigure the site plan and add square footage subject to 19 Conditions of Approval as indicated in Exhibit C-2.

Zoning Commission Recommendation: Approved the Type II Variance easement overlap and hours of operation: 8-0; and the buffer reduction: 7-1; and recommended approval of the Development Order Amendment: 8-0.

MOTION: To adopt a resolution approving a Development Order Amendment to reconfigure the Site Plan; and, to add square footage subject to the Conditions of Approval as indicated in Exhibit C-2.

- 4. **EAC-2013-02908** Title: an Expedited Application Consideration application of Palm Beach County by Palm Beach County, Agent. Request: to delete Conditions of Approval (Landscape).

General Location: Approximately 0.5 mile south of Forest Hill Boulevard on the east side of the Florida's Turnpike. **(Forest Hill Tower)** (Control 1996-00057)

Pages: 27 - 41

Conditions of Approval (31 - 32)

Project Manager: Carol Glasser

Size: 10.18 acres ±

BCC District: 2

Staff Recommendation: Staff recommends approval of the request subject to 11 Conditions of Approval as indicated in Exhibit C.

MOTION: To adopt a resolution approving an Expedited Application Consideration to delete Conditions of Approval (Landscape) subject to the Conditions of Approval as indicated in Exhibit C.

- 5. **EAC-2013-02917** Title: an Expedited Application Consideration application of Bridgewater Lake Osborne, LLC by Cotleur & Hearing Inc., Agent. Request: to modify and delete Conditions of Approval (Landscaping, Planning).

General Location: Approximately 0.7 mile east of Congress Avenue on the south side of Lantana Road. **(Bridgewater at Lake Osborne)** (Control 2003-00001)

Pages: 42 - 65

Conditions of Approval (46 - 54)

Project Manager: Carol Glasser

Size: 9.86 acres ±

BCC District: 3

Staff Recommendation: Staff recommends approval of the requests subject to 42 Conditions of Approval as indicated in Exhibit C.

MOTION: To adopt a resolution approving an Expedited Application Consideration to modify and delete Conditions of Approval (Landscaping, Planning) subject to the Conditions of Approval as indicated in Exhibit C.

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

6. **SV/Z/CA-2012-03112** Title: an Official Zoning Map Amendment application of Scott Freeland by Charles Putman & Associates, Agent. Request: to allow the rezoning from the Single Family Residential (RS) Zoning District to the Residential Transitional (RT) Zoning District.

Title: a Class A Conditional Use of Scott Freeland by Charles Putman & Associates, Agent. Request: to allow a General Day Care Center.

General Location: South of Hypoluxo Road on the northeast side of Jog Road and Ranches Road. (**Learning Place Academy**) (Control 1975-00145)

Pages: 66 - 96

Conditions of Approval (73 - 76)

Project Manager: Joyce Lawrence

Size: 1.06 acres ±

BCC District: 3

DISCLOSURE

Staff Recommendation: Staff recommends approval of the requests subject to 8 Conditions of Approval as indicated Exhibit C-2.

Zoning Commission Recommendation: Approved the Subdivision Variance: 8-0; and recommended approval of the Rezoning and Class A Conditional Use: 8-0.

MOTION: To adopt a resolution approving an Official Zoning Map Amendment to allow a rezoning from the Residential Single Family (RS) Zoning District to the Residential Transitional (RT) Zoning District.

MOTION: To adopt a resolution approving a Class A Conditional Use to allow a General Day Care Center subject to the Conditions of Approval as indicated in Exhibit C-2.

I. ZONING APPLICATIONS - NEW

7. [ZV/ABN/DOA-2013-02593](#) Title: a Development Order Abandonment application of LeRoy Vander Putten by Urban Design Kilday Studios, Agent. Request: to abandon Resolution Number R-2008-0704, for a Water Treatment Plant in the Recreational Vehicle Planned Development (RVPD) Zoning District.

Title: a Development Order Amendment of LeRoy Vander Putten by Urban Design Kilday Studios, Agent. Request: to modify the Site Plan; delete a Condition of Approval (Use Limitation and Landscaping); and, decrease the number of RV sites from 140 to 100.

General Location: Approximately one mile west of Jupiter Farms Road on the north side of Indiantown Road. (**Jupiter-Palm Beach Motorcoach Resort RVPD**) (Control 2006-00185)

Pages: 97 - 129

Conditions of Approval (103 - 111)

Project Manager: Roger Ramdeen

Size: 17.21 acres ±

BCC District: 1

DISCLOSURE

Staff Recommendation: Staff recommends approval of the Development Order Amendment subject to 28 Conditions of Approval as indicated in Exhibit C-2.

Zoning Commission Recommendation: Approved the Type II Variance: 8-0; and recommended approval of the Abandonment and Development order Amendment: 8-0.

MOTION: To adopt a resolution approving a Development Order Abandonment to abandon Resolution Number R-2008-0704, that allowed for a Water Treatment Plant in the Recreational Vehicle Planned Development (RVPD) Zoning District.

MOTION: To adopt a resolution approving a Development Order Amendment to modify the Site Plan; delete a Condition of Approval (Use Limitation and Landscaping); and, decrease the number of RV sites from 140 to 100 subject to the Conditions of Approval as indicated in Exhibit C-2.

J. ULDC AMENDMENTS

8. [Initiation of 2014-01 Round of ULDC Amendments.](#)

Pages: 130 - 134

9. [2013-14 ULDC Use Regulation Project Update.](#)

Pages: 135 - 169

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