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**BOARD OF COUNTY COMMISSIONERS  
ZONING HEARING**

**AMENDMENTS TO THE AGENDA  
June 24, 2021**

**AGENDA**  
**ITEM #    PAGE #    APPLICATION AND CONTROL #S    APPLICATION NAME**

**OTHER DEPARTMENT ITEMS**

**D.        ENVIRONMENTAL RESOURCE MANAGEMENT**

8.        **(Agenda Page 10) Title:** A Conservation Easement and Release of Easements across property located within the Palm Beach Park of Commerce Planned Industrial Park, in favor of the County.

**ADD** Documents submitted in support of Agenda Item 8.

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**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes _____		No _____		
Does this item include the use of federal funds?	Yes _____		No _____		
Budget Account No.:	Fund _____ Department _____ Unit _____ Object _____ Program _____				

**B. Recommended Sources of Funds/Summary of Fiscal Impact:-**  
There is no fiscal impact associated with this item.

**C. Department Fiscal Review:**

*S. Newmy*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and /or Contract Dev. and Control Comments:**

*Jose Mante* 6/22/21  
OFMB 6-21-21  
*Javonias Jackson*  
6/22/21

*Dr. J. [Signature]* 6/23/21  
Contract Development & Control  
6-23-21 TW

**B. Legal Sufficiency:**

*Russell Stone* 6/23/21  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director



8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the Property in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the maintenance of the Property in the natural vegetative and hydrologic conditions as existing at the time of execution of this Conservation Easement. The Conservation Easement hereby granted and the obligation to retain and maintain the Property forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

Venue for any actions in connection with this Conservation Easement shall be in Palm Beach County, Florida. The Grantor shall pay for the cost of restoring the land to the natural vegetative and hydrologic conditions as required and stated in this Conservation Easement, if the prevailing party is the Grantee. These remedies are in addition to any other remedy, fine or penalty which may be applicable under state law, Chapters 373 and 403, Florida Statutes or Palm Beach County ordinances, rules and regulations.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure by the Grantor to comply. This Conservation Easement expressly gives third-party and non-party to the easement the right and authority to enforce the terms of this easement as allowed in Section 704.06, Florida Statutes.

The Grantor hereby represents that the Grantor is seized of the Property in fee simple and has good right and title to grant and convey this Conservation Easement to the Grantee and that the Property is free and clear of any encumbrances.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed in their respective names on the date set forth below.

Signed, sealed, and delivered in our presence of:

WITNESSES:

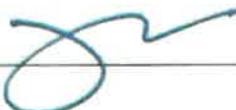
Catherine White

Catherine White  
Typed or Printed Name

Luke Zemis

Luke Zemis  
Typed or Printed Name

GRANTOR:

By: 

Jon E. Bress  
Typed or Printed Name

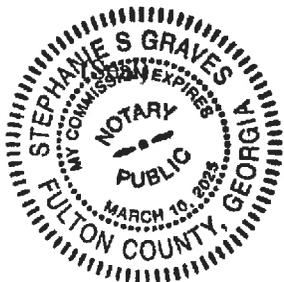
1776 Beachtree Street Suite 100 Atlanta GA 30309  
Address

06/23/2021  
Date

(SEAL)

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 23 day of June, 2021 by John E. Brees as President for Palm Beach Inlet Lighthouse Association, Inc., who is personally known to me or has produced a \_\_\_\_\_ as identification and (did/did not) take an oath.



Sign: Stephanie S. Graves  
Notary Public, State of Florida Georgia  
Print Name: Stephanie S. Graves  
My Commission Expires: March 10, 2025

Attest:

**JOSEPH ABRUZZO,**  
Clerk of the Circuit Court and Comptroller:

**PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

**WITNESSES:**

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

\_\_\_\_\_  
Print witness name

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

\_\_\_\_\_  
Print witness name

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Scott A. Stone  
Assistant County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: **Deborah Drum**  
Deborah Drum, Director  
Environmental Resources Management

Digitally signed by Deborah Drum  
DN: DC=org, OU=Enterprise, OU=ERM, OU=Users, CN=Deborah  
Drum, E=D.Drum@pbcgov.org  
Reason: I am approving this document  
Location: your signing location here  
Date: 2021.06.23 15:33:27-0400  
Fort PhantomPDF Version: 10.1.0

Exhibit A

SHEET 1 OF 2

**DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE SOUTHEAST CORNER OF LOT 7-G, PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 1, RECORDED IN PLAT BOOK 56, PAGE 172, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT BEING ON A CURVE FROM WHICH A RADIAL LINE BEARS S.03°13'43"E. (THE EAST LINE OF SAID LOT 7-G BEARS S.00°52'34"W. AS A BASIS OF BEARING); THENCE EASTERLY ALONG SAID CURVE BEING THE NORTH RIGHT-OF-WAY LINE OF CORPORATE ROAD NORTH, ACCORDING TO THE PLAT OF CORPORATE ROAD NORTH AND WALGREENS DRIVE, RECORDED IN PLAT BOOK 91, PAGE 82, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 7679.52 FEET, A CENTRAL ANGLE OF 00°17'57", AN ARC LENGTH OF 40.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF CORPORATE ROAD NORTH BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 7679.52 FEET, A CENTRAL ANGLE OF 03°46'04", AN ARC LENGTH OF 505.01 FEET; THENCE THE FOLLOWING 8 COURSES BEING ALONG THE SOUTHERLY BOUNDARY LINE OF WETLANDS PRESERVATION TRACT 16, RECORDED IN OFFICIAL RECORD BOOK 6297, PAGE 1247, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA:

- 1) N.23°41'57"W. A DISTANCE OF 70.82 FEET;
- 2) S.54°42'13"W., A DISTANCE OF 75.88 FEET;
- 3) N.83°38'59"W., A DISTANCE OF 181.40 FEET;
- 4) N.31°27'25"W., A DISTANCE OF 147.09 FEET;
- 5) S.64°48'22"W., A DISTANCE OF 96.83 FEET;
- 6) N.26°38'49"W., A DISTANCE OF 102.95 FEET;
- 7) N.89°07'26"W., A DISTANCE OF 20.14 FEET;
- 8) S.00°52'34"W., A DISTANCE OF 226.88 FEET TO THE POINT OF BEGINNING FROM WHICH A RADIAL LINE BEARS S.02°55'46"E.

CONTAINING 43,510 SQUARE FEET OR 0.999 ACRES.

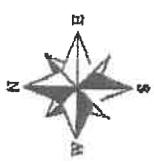
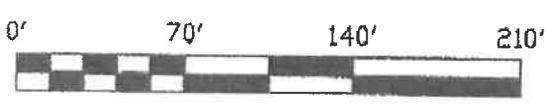
PREPARED BY:  
Michael J. Miller, P.L.S. 4034 (STATE OF FLORIDA)  
MILLER SURVBYING AND MAPPING  
1121 LAKE AVE.  
LAKE WORTH, FL. 33460

DATE: 07/07/2006



DWG.# S43537

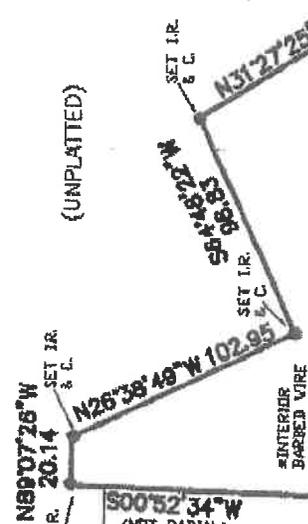
THIS IS NOT A SURVEY.



WETLANDS PRESERVATION TRACT 16 (UNPLATTED)

(O.R.B. 6297, PG 1247)

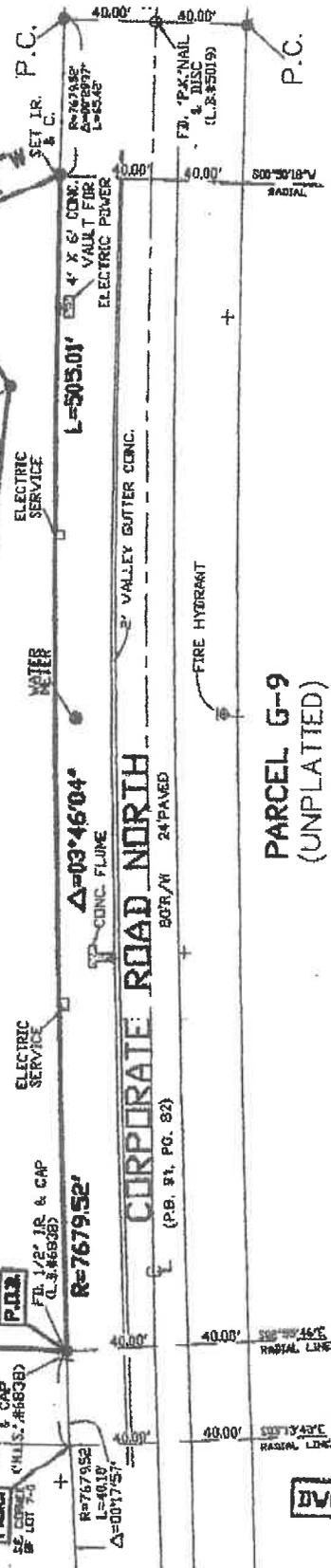
VACANT  
"PARCEL G-8"  
0.999 ACRES  
OR 43510 SQUARE FEET  
(UNPLATTED)



WETLANDS PRESERVATION TRACT 16 (O.R.B. 6297, PG 1247)

(LOT 7-G)  
(P.B. 56, PG. 172)

40' D.E. (P.B. 56, PG 172)



PARCEL G-9 (UNPLATTED)

DWG.# S43536

SHEET 1 OF 2

**DESCRIPTION:**

THAT UNDESIGNATED PARCEL, PALM BEACH PARK OF COMMERCE,  
P.I.P.D., PLAT NO. 1, RECORDED IN PLAT BOOK 56, PAGE 172, PUBLIC  
RECORDS OF PALM BEACH COUNTY, FLORIDA, BOUNDED AS FOLLOWS:  
ON THE NORTH BY THE SOUTH LINE OF WETLANDS PRESERVATION TRACT  
3; ON THE EAST BY THE WEST LINE OF LOT 34-G; ON THE SOUTH BY THE  
NORTH LINE OF CORPORATE ROAD NORTH; ON THE WEST BY THE EAST  
LINE OF CANAL TRACT 7.

CONTAINING 40,259 SQUARE FEET OR 0.924 ACRES.

**PREPARED BY:**

Michael J. Miller, P.L.S. 4034 (STATE OF FLORIDA)  
MILLER SURVEYING AND MAPPING  
1121 LAKE AVE.  
LAKE WORTH, FL. 33460

DATE: 07/07/2006



DWG # 042526





CFN 20060401582  
OR BK 20579 PG 0059  
RECORDED 07/10/2006 13:19:50  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0059 - 64; (6pgs)

CONSERVATION EASEMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The undersigned, INTERNATIONAL TRADE CENTER, LLC (Grantor), has for good and valuable consideration, the receipt of which is hereby acknowledged, granted DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (Grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Palm Beach County, Florida, as set forth in the legal descriptions attached hereto as Exhibits A-1 and A-2 (the "Property").

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the Property will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, which shall mean that the following activities are prohibited on the Property.

1. Construction or placement of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal, destruction, cutting, trimming, mowing, alteration or biocide spraying of trees, shrubs, or other vegetation; with the exception of removal of nuisance and exotic plant species as may be required or permitted by law, ordinance, or other government approval;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in any manner which affects the surface or sub-surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the Property in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the maintenance of the Property in the natural vegetative and hydrologic conditions as existing at the time of execution of this Conservation Easement. The Conservation Easement hereby granted and the obligation to retain and maintain the Property forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

Venue for any actions in connection with this Conservation Easement shall be in Palm Beach County, Florida. The prevailing party shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions as required and stated in this Conservation Easement, if the prevailing party is the Grantee. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes, or Palm Beach County ordinance.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure by the Grantor to comply. This Conservation Easement expressly gives third-party and non-party to the easement the right and authority to enforce the terms of this easement as allowed in 704.06 Florida Statutes.

The Grantor hereby represents that the Grantor is seized of the Property in fee simple and has good right and title to grant and convey this Conservation Easement to the Grantee and that the Property is free and clear of any encumbrances.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this

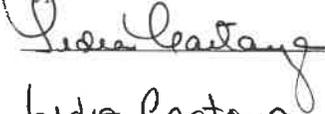
30<sup>th</sup> day of June, 2006.

Signed, sealed, and delivered in our presence of:

WITNESSES:

  
\_\_\_\_\_

Verena Stock  
Typed or Printed Name

  
\_\_\_\_\_

Lidia Castaya  
Typed or Printed Name

GRANTOR:

**INTERNATIONAL TRADE CENTER, LLC**  
a Florida limited liability company

By: USA Fund Miami Corporation,  
a Florida corporation, its managing member

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

Dirk Kuczurba, President  
Typed or Printed Name

14703 Park of Commerce Blvd., Jupiter, FL 33478  
Address

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 30 day of June, 2006, by **Dirk Kuczurba as President of USA Fund Miami Corporation**, a Florida corporation as Managing Member of **International Trade Center, LLC**, a Florida limited liability company, on behalf of the corporation. He is personally known to me and did not take an oath.

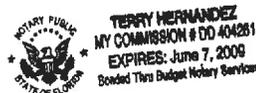
(Seal)

Notary Public  
State of Florida

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

Date: 6/30/2006

2 of 2



**DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE SOUTHEAST CORNER OF LOT 7-G, PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 1, RECORDED IN PLAT BOOK 56, PAGE 172, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT BEING ON A CURVE FROM WHICH A RADIAL LINE BEARS S.03°13'43"E. (THE EAST LINE OF SAID LOT 7-G BEARS S.00°52'34"W. AS A BASIS OF BEARING); THENCE EASTERLY ALONG SAID CURVE BEING THE NORTH RIGHT-OF-WAY LINE OF CORPORATE ROAD NORTH, ACCORDING TO THE PLAT OF CORPORATE ROAD NORTH AND WALGREENS DRIVE, RECORDED IN PLAT BOOK 91, PAGE 82, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 7679.52 FEET, A CENTRAL ANGLE OF 00°17'57", AN ARC LENGTH OF 40.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF CORPORATE ROAD NORTH BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 7679.52 FEET, A CENTRAL ANGLE OF 03°46'04", AN ARC LENGTH OF 505.01 FEET; THENCE THE FOLLOWING 8 COURSES BEING ALONG THE SOUTHERLY BOUNDARY LINE OF WETLANDS PRESERVATION TRACT 16, RECORDED IN OFFICIAL RECORD BOOK 6297, PAGE 1247, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA:

- 1) N.23°41'57"W., A DISTANCE OF 70.82 FEET;
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CONTAINING 43,510 SQUARE FEET OR 0.999 ACRES.

**PREPARED BY:**

Michael J. Miller, P.L.S. 4034 (STATE OF FLORIDA)  
MILLER SURVEYING AND MAPPING  
1121 LAKE AVE.  
LAKE WORTH, FL. 33460

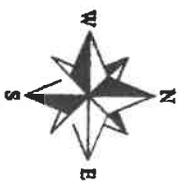
DATE: 07/07/2006



DWG.# S43537

THIS IS NOT A SURVEY.

SHEET 2 OF 2



DWG.# S43537

WETLANDS  
PRESERVATION TRACT 3  
(P.B. 56 PG. 172)  
24' RAILROAD EASEMENT

PARCEL 1 (P.B. 56 PG. 172)

CANAL TRACT 7-(P.B. 56, PG. 172)  
(NOT RADIAL)  
06'15'06" W 148.80'

FD. 1/2" IR. & CAP  
(M.L.S.#6838)

DESIGNATED PARCEL  
(P.B. 56 PG. 172)

AREA = 40,259 SQUARE FEET  
OR 0.924 ACRES

CONC. UTILITY POLE

CORPORATE ROAD NORTH

(PAVED 24')

80' R/W (P.B. 56, PG. 172)

CONC. UTILITY POLE  
FIRE HYDRANT AND GATE VALVE  
RADIAL LINE NOS 39-25'E

CONC. FLUME

$\Delta = 11^{\circ}29'05''$

FD. 1/2" IR. & CAP  
(M.L.S.#6838)

RADIAL LINE NOS 49-42'W

S06'15'06"W 211.74'

SET IR. & C.

R=175.00'  
 $\Delta = 51^{\circ}41'31''$   
L=157.88'

R=75.00'  
 $\Delta = 78^{\circ}32'25''$   
L=102.81'

FD. 1/2" IR. & CAP  
(M.L.S.#6838)

RADIAL LINE S33°20'55"W

S82°02'07"W 140.50'

FD. 1/2" IR. & CAP  
(M.L.S.#6838)

N01°08'14"E 107.24'  
(NOT RADIAL)  
(LOT 34-G)  
(P.B. 56 PG. 172)

R=1  
 $\Delta = 1$   
L=1

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NORTH LINE OF CORPORATE ROAD NORTH; ON THE WEST BY THE EAST  
LINE OF CANAL TRACT 7.

CONTAINING 40,259 SQUARE FEET OR 0.924 ACRES.

**PREPARED BY:**

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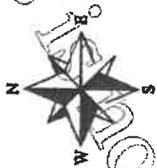
DATE: 07/07/2006



DWG.# S43536

THIS IS NOT A SURVEY.

SHEET 2 OF 2



WETLANDS PRESERVATION TRACT 16 (UNPLATTED)

(O.R.B. 6297, PG 1247)

(UNPLATTED)

'PARCEL G-8'

0.999 ACRES OR 43510 SQUARE FEET

(UNPLATTED)

N89°07'26"W SET I.R. & C. 20.14

N26°38'49"W SET I.R. & C. 102.95

N31°27'25"W SET I.R. & C. 98.63

147.09 SET I.R. & C.

N83°38'59"W SET I.R. & C.

181.40 SET I.R. & C.

N23°41'57"W SET I.R. & C. 70.82

R=7679.52 L=40.00 Δ=00°17'57"

S00°52'34"W (NOT RADIAL)

WETLANDS PRESERVATION TRACT 16 (O.R.B. 6297, PG 1247)

(B.R.) S00°52'34"W

EAST LINE OF LOT 7-G

(LOT 7-G)

(P.B. 56, PG. 172)

40' D.E. (P.B. 56, PG. 172)

P.O.C. SF CORNER (H.L.S. #6638) FD. 1/2" I.R. & CAP (L.B.#6838)

P.O.B. FD. 1/2" I.R. & CAP (L.B.#6838)

ELECTRIC SERVICE

ELECTRIC SERVICE

ELECTRIC SERVICE

ELECTRIC SERVICE

ELECTRIC SERVICE

ELECTRIC SERVICE

CONC. FLUVE Δ=03°46'04"

CORPORATE ROAD NORTH

80R/W 24' PAVED

(P.B. 91, PG. 82)

2" VALLEY GUTTER CONC.

WATER

FIRE HYDRANT

FD. "P.K." NAIL & DISC (L.B.#5019)

PARCEL G-9 (UNPLATTED)

S89°37'46"E RADIAL LINE

S89°13'43"E RADIAL LINE

DWG.# S43536



8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the Property in a reasonable manner and at reasonable times to assure compliance.

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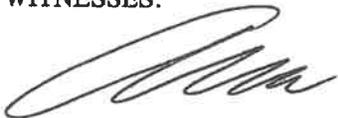
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The Grantor hereby represents that the Grantor is seized of the Property in fee simple and has good right and title to grant and convey this Conservation Easement to the Grantee and that the Property is free and clear of any encumbrances.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this 30<sup>th</sup> day of November, 2007.

Signed, sealed, and  
delivered in our presence of:

WITNESSES:

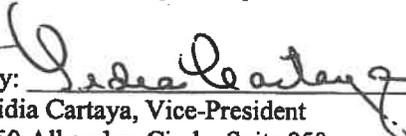
  
Aileen Ortega

  
MICHELLE PERAZA

GRANTOR:

FRP DEVELOPERS, LTD., a Florida limited partnership

By: USA INVESTMENTS-MIAMI, CORP., a Florida corporation, its general partner

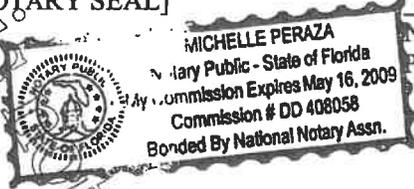
By:   
Lidia Cartaya, Vice-President  
150 Alhambra Circle, Suite 950  
Coral Gables, Florida 33134

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 26 day of November, 2007, by Lidia Cartaya as Vice-President of USA INVESTMENTS-MIAMI, CORP., a Florida corporation, as general partner of **PALM BEACH PROPERTY INVESTMENTS, LTD.**, a Florida limited partnership, on behalf of the corporation and the partnership. She is personally known to me and did not take an oath.

*Notarized*

[NOTARY SEAL]



*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Florida  
Print Name MICHELLE PERAZA

**NOTE TO CLERK: THIS CONSERVATION EASEMENT IS BEING RE-RECORDED TO CORRECT THE NAME OF THE GRANTOR ON THE ORIGINAL CONSERVATION EASEMENT FILED FOR RECORD ON JULY 10, 2006 IN OFFICIAL RECORDS BOOK 20579, PAGE 59 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**

*Notarized copy*

EXHIBIT "A"

PARCEL 1: (a/k/a Parcel G-11)

A parcel of land lying and situate in SECTION 17, TOWNSHIP 41 SOUTH, RANGE 41 EAST, Palm Beach County, Florida, and being more particularly described as follows:

BEGIN at the Northeast corner of Tract "A" (Walgreen's Drive), as shown on Corporate Road North and Walgreen's Drive, according to the Plat thereof, recorded in Plat Book 91, Pages 82 through 84, Public Records of Palm Beach County, Florida; said point being a point on a curve concave to the Southeast, having a radius of 367.23 feet, the radius point of which bears South 01° 03' 39" West;

Thence Southerly and Westerly along the Westerly and Northerly line of said Tract "A" (Walgreen's Drive & Corporate Road North) for the following nine courses; Thence Southwesterly along the arc of said curve, through a central angle of 53° 53' 35", an arc distance of 345.42 feet to the point of tangency; Thence South 37° 10' 01" West, a distance of 586.57 feet to the point of curvature of a curve concave to the Southeast, having a radius of 860.90 feet; Thence Southerly along the arc of said curve through a central angle of 37° 10' 09", an arc distance of 557.90 feet to the point of tangency; Thence South 00° 00' 03" East, a distance of 370.50 feet; Thence South 45° 38' 32" West, a distance of 35.75 feet; Thence North 88° 42' 53" West a distance of 358.52 feet to the point of curvature of a curve concave to the Northeast, having a radius of 1660.00 feet; Thence Westerly along the arc of said curve through a central angle of 04° 00' 14", an arc distance of 116.00 feet to the point of tangency; Thence North 84° 42' 39" West, a distance of 221.86 feet to the point of curvature of a curve concave to the Southwest, having a radius of 1740.00 feet; Thence Westerly along the arc of said curve through a central angle of 02° 45' 31", an arc distance of 83.78 feet to a point on the South line of Wetland Tract C-11, as recorded in Official Records Book 10574, Page 1326 and Official Records Book 10764, Page 353, Public Records of Palm Beach County, Florida; Thence Easterly and Northerly along said South line and Easterly line and Northerly prolongation of said Easterly line of said Wetland Tract C-11 for the following four courses; Thence South 88° 40' 28" East, departing said Westerly and Northerly line of Tract "A", a distance of 424.40 feet; Thence North 00° 00' 03" West, a distance of 781.37 feet; Thence North 37° 10' 06" East, a distance of 637.60 feet; Thence North 01° 03' 38" East, a distance of 222.54 feet to the Southwest corner of Canal Tract 9, as recorded in Official Records Book 6297, Page 1252 and Official Records Book 6326, Page 113, Public Records of Palm Beach County, Florida; Thence South 88° 56' 19" East, departing said Northerly prolongation of Wetland Tract C-11, along the South line of said Canal Tract 9, a distance of 819.28 feet to the POINT OF BEGINNING.

PARCEL 2: (a/k/a Parcel G-12-B)

A parcel of land lying and situate in SECTION 17, TOWNSHIP 41 SOUTH, RANGE 41 EAST, Palm Beach County, Florida, and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 17;

Thence North  $88^{\circ} 56' 16''$  West along the North line of said section 17, a distance of 1962 feet; Thence South  $01^{\circ} 04' 36''$  West, a distance of 150.00 feet to the Northeast corner of Walgreen's Drive and Tract "A", Corporate Road North and Walgreen's Drive, according to the plat thereof, recorded in Plat Book 91 pages 82 through 84, of the Public Records of Palm Beach County, Florida; Thence continue South  $01^{\circ} 04' 36''$  West along the East line of said Walgreen's Drive, a distance of 71.54 feet to the Northeast corner of Parcel A, PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 4, according to the plat thereof, recorded in Plat Book 68, Pages 88 and 89, of the Public Records of Palm Beach County, Florida; Thence South  $07^{\circ} 17' 56''$  West along a portion of the East line of said Walgreen's Drive and the West line of said Parcel A, a distance of 64.89 feet to the POINT OF BEGINNING; Thence continue South  $07^{\circ} 17' 56''$  West along the East line of said Parcel A, a distance of 257.30 feet;

Thence South  $06^{\circ} 33' 01''$  West along the West line of said Parcel A, a distance of 609.18 feet; Thence South  $01^{\circ} 04' 41''$  West along the West line of said Parcel A, a distance of 628.01 feet to the Easterly extension of the South line of Corporate Road North and Tract "A", said plat of Corporate Road North and Walgreen's Drive;

Thence South  $88^{\circ} 42' 50''$  East along said Easterly extension, a distance of 802.45 feet to the Southeast corner of said Corporate Road North; Thence North  $01^{\circ} 17' 10''$  East along the East line of said Corporate Road North, a distance of 80.00 feet to the East line of said Walgreen's Drive; Thence North  $44^{\circ} 21' 25''$  West along said East line, a distance of 34.96 feet; Thence North  $00^{\circ} 00' 00''$  East along said East line, a distance of 373.42 feet to the point of curvature of a curve concave to the Southeast; Thence Northeasterly along said East line and the arc of said curve, having a radius of 780.00 feet, through a central angle of  $37^{\circ} 10' 09''$ , an arc distance of 506.00 feet to a point of tangency; Thence North  $37^{\circ} 10' 09''$  East along said East line, a distance of 586.57 feet to the point of curvature of a curve concave to the Southeast; Thence Northeasterly along East line and the arc of said curve, having a radius of 287.23 feet, through a central angle of  $07^{\circ} 44' 21''$ , an arc distance of 38.80 feet to a point of compound curvature with a curve concave to the South;

Thence Easterly along said East line and the arc of said curve, having a radius of 49.00 feet, through a central angle of  $86^{\circ} 20' 06''$ , an arc distance of 73.83 feet to a point of reverse curvature with a curve concave to the North; Thence Easterly along said East line and the arc of said curve, having a radius of 86.00 feet through a central angle of  $104^{\circ} 42' 30''$ , an arc distance of 157.17 feet to the POINT OF BEGINNING.

NOTE: UPON RECEIPT OF LEGIBLE LEGAL DESCRIPTIONS FROM THE SURVEYOR ON THE ABOVE PARCELS, THIS COMPANY RESERVES THE RIGHT TO AMEND THE LEGAL DESCRIPTION OF THE PROPERTY TO BE INSURED.

PARCEL 3: (a/k/a Parcel G-8)

Preserve #4

A parcel of land lying and situate in SECTION 17, TOWNSHIP 41 SOUTH, RANGE 41 EAST, Palm Beach County, Florida, and being more particularly described as follows:

COMMENCING at a point being the Southeast corner of Lot 7-G, PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 1, recorded in Plat Book 56, Page 172, of the Public Records of Palm Beach County, Florida, said point being on a curve from which a radial line bears South 03° 13' 43" East (the East line of said Lot 7-G bears South 00° 52' 34" West as a basis of bearing); Thence Easterly along said curve, being the North Right-of-Way Line of Corporate Road North, according to the plat of CORPORATE ROAD NORTH AND WALGREENS DRIVE, recorded in Plat Book 91, Page 82, Public Records of Palm Beach County, Florida, said line being a curve to the right having a radius of 7679.52 feet, a central angle of 00° 17' 57", an arc length of 40.10 feet to the POINT OF BEGINNING; Thence continue Easterly along said North Right-of-Way Line of Corporate Road North being a curve to the right, having a radius of 7679.52 feet, a central angle of 03° 46' 04", an arc length of 505.01 feet; Thence the following 8 courses being along the Southerly boundary line of Wetlands Preservation Tract 16, recorded in Official Records Book 6297, Page 1247, Public Records of Palm Beach County, Florida:

- 1) North 23° 41' 57" West, a distance of 70.82 feet;
- 2) South 54° 42' 13" West, a distance of 75.88 feet;
- 3) North 83° 38' 59" West, a distance of 181.40 feet;
- 4) North 31° 27' 25" West, a distance of 147.09 feet;
- 5) South 64° 48' 22" West, a distance of 96.83 feet;
- 6) North 26° 38' 49" West, a distance of 102.95 feet;
- 7) North 89° 07' 26" West, a distance of 20.14 feet;
- 8) South 00° 52' 34" West, a distance of 226.88 feet to the POINT OF BEGINNING, from which a radial line bears South 02° 55' 46" East.



8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the Property in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the maintenance of the Property in the natural vegetative and hydrologic conditions as existing at the time of execution of this Conservation Easement. The Conservation Easement hereby granted and the obligation to retain and maintain the Property forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

Venue for any actions in connection with this Conservation Easement shall be in Palm Beach County, Florida. The prevailing party shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions as required and stated in this Conservation Easement, if the prevailing party is the Grantee. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes, or Palm Beach County ordinance.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure by the Grantor to comply. This Conservation Easement expressly gives third-party and non-party to the easement the right and authority to enforce the terms of this easement as allowed in 704.06 Florida Statutes.

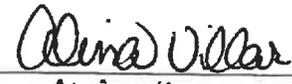
The Grantor hereby represents that the Grantor is seized of the Property in fee simple and has good right and title to grant and convey this Conservation Easement to the Grantee and that the Property is free and clear of any encumbrances.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this 15 day of January, 2008.

Signed, sealed, and delivered in our presence of:

WITNESSES:

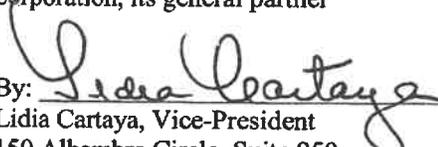
  
\_\_\_\_\_  
Terry Hernandez

  
\_\_\_\_\_  
Alina Villar

GRANTOR:

FRP DEVELOPERS, LTD., a Florida limited partnership

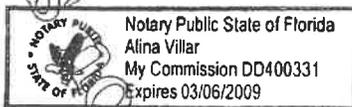
By: USA INVESTMENTS-MIAMI, CORP., a Florida corporation, its general partner

By:   
\_\_\_\_\_  
Lidia Cartaya, Vice-President  
150 Alhambra Circle, Suite 950  
Coral Gables, Florida 33134

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of January, 2008, by Lidia Cartaya as Vice-President of USA INVESTMENTS-MIAMI, CORP., a Florida corporation, as general partner of FRP DEVELOPERS, LTD., a Florida limited partnership, on behalf of the corporation and the partnership. She is personally known to me and did not take an oath.

[NOTARY SEAL]



Alina Villar  
Notary Public, State of Florida  
Print Name: Alina Villar

**NOTE TO CLERK: THIS CONSERVATION EASEMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION ATTACHED TO THE PREVIOUSLY RECORDED VERSION OF THIS CONSERVATION EASEMENT FILED FOR RECORD ON DECEMBER 17, 2007, IN OFFICIAL RECORDS BOOK 22324, PAGE 158 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THAT CONSERVATION EASEMENT WAS RECORDED TO REVISE THE NAME OF THE GRANTOR IN THAT CERTAIN CONSERVATION EASEMENT RECORDED ON JULY 10, 2006 IN OFFICIAL RECORDS BOOK 20579, PAGE 59 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**

**DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE SOUTHEAST CORNER OF LOT 7-G, PALM BEACH PARK OF COMMERCE, P.L.P.D., PLAT NO. 1, RECORDED IN PLAT BOOK 56, PAGE 172, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT BEING ON A CURVE FROM WHICH A RADIAL LINE BEARS S.03°13'43"E. (THE EAST LINE OF SAID LOT 7-G BEARS S.00°52'34"W. AS A BASIS OF BEARING); THENCE EASTERLY ALONG SAID CURVE BEING THE NORTH-RIGHT-OF-WAY LINE OF CORPORATE ROAD NORTH, ACCORDING TO THE PLAT OF CORPORATE ROAD NORTH AND WALGREENS DRIVE, RECORDED IN PLAT BOOK 91, PAGE 12, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 7679.52 FEET, A CENTRAL ANGLE OF 00°17'57", AN ARC LENGTH OF 40.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID NORTH-RIGHT-OF-WAY LINE OF CORPORATE ROAD NORTH BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 7679.52 FEET, A CENTRAL ANGLE OF 03°46'04", AN ARC LENGTH OF 505.01 FEET; THENCE THE FOLLOWING 8 COURSES BEING ALONG THE SOUTHERLY BOUNDARY LINE OF WETLANDS PRESERVATION TRACT 16, RECORDED IN OFFICIAL RECORD BOOK 6297, PAGE 1247, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA:

- 1) N.23°41'57"W., A DISTANCE OF 70.82 FEET;
- 2) S.54°42'13"W., A DISTANCE OF 75.88 FEET;
- 3) N.83°38'59"W., A DISTANCE OF 181.40 FEET;
- 4) N.31°27'25"W., A DISTANCE OF 147.09 FEET;
- 5) S.64°48'22"W., A DISTANCE OF 96.83 FEET;
- 6) N.26°38'49"W., A DISTANCE OF 102.95 FEET;
- 7) N.89°07'26"W., A DISTANCE OF 20.14 FEET;
- 8) S.00°52'34"W., A DISTANCE OF 20.88 FEET TO THE POINT OF BEGINNING FROM WHICH A RADIAL LINE BEARS S.02°45'46"E.

CONTAINING 43,510 SQUARE FEET OR 0.999 ACRES.

**PREPARED BY:**

Michael J. Miller, P.L.S. 4034 (STATE OF FLORIDA)  
MILLER SURVEYING AND MAPPING  
1121 LAKE AVE.  
LAKE WORTH, FL. 33460

DATE: 07/07/2006

*Handwritten signature*

*Legal Kenneth  
for #4*

*Plan for*

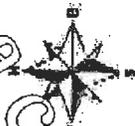
*Legal for #4*

This is Not a Certified

THIS IS NOT A SURVEY



SHEET 2 OF 2



WETLANDS PRESERVATION TRACT 3 (P.B. 56 PG. 172)

WETLANDS PRESERVATION TRACT 24 RAILROAD EASEMENT

WETLANDS PRESERVATION TRACT 3 (P.B. 56 PG. 172)

PARCEL 1 (P.B. 56 PG. 172)

CMAL TRACT 7 (P.B. 56 PG. 172)

UN-DESIGNATED PARCEL (P.B. 56 PG. 172)

VACANT

NO. 108.14 E. 107.24' (P.B. 56 PG. 172)

Sketch for #5

80' R/W SPEC. 55FE 172

CORPORATE ROAD NORTH



CFN 20080226365  
OR BK 22702 PG 0916  
RECORDED 06/16/2008 15:32:46  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0916 - 922; (7pgs)

Prepared by and Return to:

Linda Larrea, Esq.  
PARREA & ORTEGA  
130 Alhambra Circle  
Suite 950  
Coral Gables, Florida 33134

**CORRECTIVE CONSERVATION EASEMENT**

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF PALM BEACH    )

The undersigned, **FIRST PARK OF SOUTH FLORIDA ASSOCIATION, INC.**, a Florida not for profit corporation, f/k/a **PALM BEACH PARK OF COMMERCE ASSOCIATION, INC.** (the "Grantor") has for good and valuable consideration, the receipt of which is hereby acknowledged, granted **DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT** (the "Grantee"), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Palm Beach County, Florida, as set forth in the legal description attached hereto as **Exhibit A (the "Property")**.  
**Exhibit A - and A-2**

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the Property will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, which shall mean that the following activities are prohibited on the Property.

1. Construction or placement of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal, destruction, cutting, trimming, mowing, alteration or biocide spraying of trees, shrubs, or other vegetation; with the exception of removal of nuisance and exotic plant species as may be required or permitted by law, ordinance, or other government approval;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in any manner which affects the surface or sub-surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water

areas; and

Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the Property in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the maintenance of the Property in the natural vegetative and hydrologic conditions as existing at the time of execution of this Conservation Easement. The Conservation Easement hereby granted and the obligation to retain and maintain the Property forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

Venue for any actions in connection with this Conservation Easement shall be in Palm Beach County, Florida. The prevailing party shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions as required and stated in this Conservation Easement, if the prevailing party is the Grantee. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes, or Palm Beach County ordinance.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure by the Grantor to comply. This Conservation Easement expressly gives third-party and non-party to the easement the right and authority to enforce the terms of this easement as allowed in 704.06 Florida Statutes.

The Grantor hereby represents that the Grantor is seized of the Property in fee simple and has good right and title to grant and convey this Conservation Easement to the Grantee and that the Property is free and clear of any encumbrances.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this 9 day of ~~January~~ <sup>June</sup>, 2008.

Signed, sealed, and delivered in our presence of:

WITNESSES:

GRANTOR:

FIRST PARK OF SOUTH FLORIDA ASSOCIATION, INC., a Florida not for profit corporation, f/k/a PALM BEACH PARK OF COMMERCE ASSOCIATION, INC

  
\_\_\_\_\_

By:   
Print Name: Brian V. Ramirez  
Title: EX. REGIONAL DIRECTOR

15300 ~~14703~~ Park of Commerce Boulevard  
Jupiter, Florida 33478

ACKNOWLEDGMENT

THIS IS A

The foregoing instrument was acknowledged before me this 9 day of ~~January~~ <sup>June</sup>, 2008, by Jeremy Shapiro as Senior Regional Director of First Park of South Florida Association, Inc. on behalf of the corporation. He/She is personally known to me and did not take an oath.



Joann Flores  
Notary Public, State of Florida  
Print Name: Joann Flores

**NOTE TO CLERK: THIS CONSERVATION EASEMENT IS BEING RE-RECORDED TO CORRECT THE NAME OF THE GRANTOR LISTED IN THAT CERTAIN CONSERVATION EASEMENT RECORDED ON JULY 10, 2006 IN OFFICIAL RECORDS BOOK 20579, PAGE 59 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. INTERNATIONAL TRADE CENTER, LLC, WHICH SIGNED THE ORIGINAL CONSERVATION EASEMENT, IS NOT THE OWNER OF THE SUBJECT PROPERTY.**

Unfiled copy

**DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE SOUTHEAST CORNER OF LOT 7-G, PALM BEACH PARK OF COMMERCE, P.L.P.D., PLAT NO. 1, RECORDED IN PLAT BOOK 56, PAGE 172, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT BEING ON A CURVE FROM WHICH A RADIAL LINE BEARS S.03°13'43"E. (THE EAST LINE OF SAID LOT 7-G BEARS S.00°52'34"W, AS A BASIS OF BEARING); THENCE EASTERLY ALONG SAID CURVE BEING THE NORTH RIGHT-OF-WAY LINE OF CORPORATE ROAD NORTH, ACCORDING TO THE PLAT OF CORPORATE ROAD NORTH AND WALORENS DRIVE, RECORDED IN PLAT BOOK 98, PAGE 82, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 7679.52 FEET, A CENTRAL ANGLE OF 00°17'57", AN ARC LENGTH OF 40.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF CORPORATE ROAD NORTH BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 7679.32 FEET, A CENTRAL ANGLE OF 01°48'04", AN ARC LENGTH OF 305.01 FEET; THENCE THE FOLLOWING 8 COURSES BEING ALONG THE SOUTHERLY BOUNDARY LINE OF WETLANDS PRESERVATION TRACT 16, RECORDED IN OFFICIAL RECORD BOOK 6297, PAGE 1247, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA:

- 1) N.23°41'51"W, A DISTANCE OF 70.82 FEET;
- 2) S.54°42'19"W, A DISTANCE OF 75.88 FEET;
- 3) N.83°38'59"W, A DISTANCE OF 181.40 FEET;
- 4) N.31°27'25"W, A DISTANCE OF 147.09 FEET;
- 5) S.64°48'22"W, A DISTANCE OF 96.83 FEET;
- 6) N.26°38'49"W, A DISTANCE OF 102.95 FEET;
- 7) N.89°07'28"W, A DISTANCE OF 20.14 FEET;
- 8) S.00°52'34"W, A DISTANCE OF 226.88 FEET TO THE POINT OF BEGINNING FROM WHICH A RADIAL LINE BEARS S.02°55'46"E.

CONTAINING 43,510 SQUARE FEET OR 0.999 ACRES.

**PREPARED BY:**

Michael J. Miller, P.L.S. 4034 (STATE OF FLORIDA)  
MILLER SURVEYING AND MAPPING  
1121 LAKE AVE.  
LAKE WORTH, FL. 33460

DATE: 09/07/2006

DWG.# S43537



**DESCRIPTION:**

THAT UNDESIGNATED PARCEL, PALM BEACH PARK OF COMMERCE,  
R.I.P.D., PLAT NO. 1, RECORDED IN PLAT BOOK 56, PAGE 172, PUBLIC  
RECORDS OF PALM BEACH COUNTY, FLORIDA, BOUNDED AS FOLLOWS:  
ON THE NORTH BY THE SOUTH LINE OF WETLANDS PRESERVATION TRACT  
J, ON THE EAST BY THE WEST LINE OF LOT 34-G, ON THE SOUTH BY THE  
NORTH LINE OF CORPORATE ROAD NORTH, ON THE WEST BY THE EAST  
LINE OF CANAL TRACT 7.

CONTAINING 40,259 SQUARE FEET OR 0.924 ACRES.

PREPARED BY  
Michael J. Miller, P.L.S. 4034 (STATE OF FLORIDA)  
MILLER SURVEYING AND MAPPING  
1121 LAKE AVE.  
LAKE WORTH, FL. 33460

DATE: 07/07/2006

DWG.# S43536

THIS IS NOT A SURVEY.

SHEET 2 OF 2



WETLANDS PRESERVATION TRACT 16 (UNPLATTED)

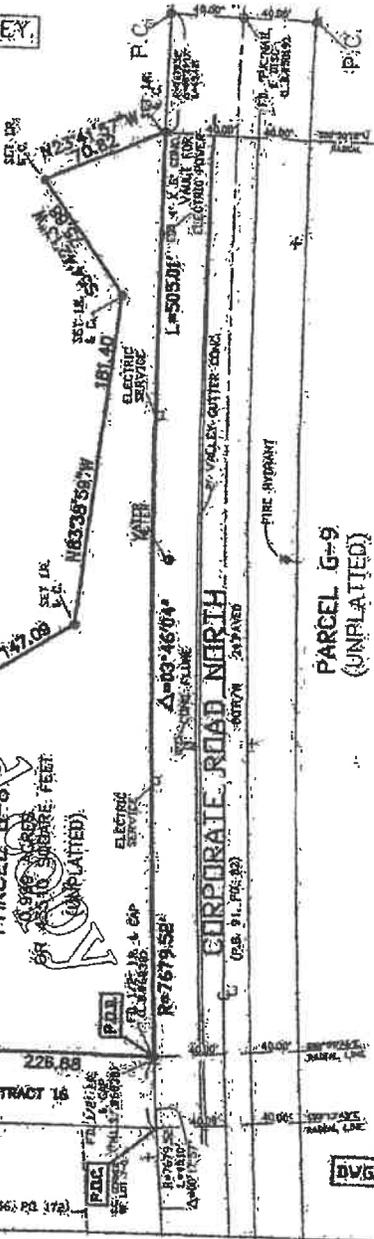
(O.S.B. 6257, PG 1247)

V. A. D. A. N. V. PARCEL G-8 (UNPLATTED)

(UNPLATTED)

WETLANDS PRESERVATION TRACT 16 (O.S.B. 6297, PG 1247)

(LOT 7-G) (P.B. 56, PG 172)



PARCEL G-9 (UNPLATTED)

DWG# S43536



STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that this is a true and correct copy of the records in my office.

THIS 16 DAY OF July 20 06

SHARON A. BOGA  
CLERK & COMPTROLLER



CFN 20090267549  
OR BK 23376 PG 0814  
RECORDED 08/05/2009 13:25:56  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0814 - 818; (5pgs)

Prepared by and Return to:

FRP Developers, Ltd.  
150 Alhambra Circle  
Suite 800  
Coral Gables, FL 33134

**CORRECTIVE CONSERVATION EASEMENT**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF PALM BEACH            )

The undersigned, FRP DEVELOPERS, LTD., a Florida limited partnership (the "Grantor") has for good and valuable consideration, the receipt of which is hereby acknowledged, granted DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (the "Grantee"), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Palm Beach County, Florida, as set forth in the legal description attached hereto as Exhibit A-1 (the "Property").

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the Property will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, which shall mean that the following activities are prohibited on the Property.

1. Construction or placement of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal, destruction, cutting, trimming, mowing, alteration or biocide spraying of trees, shrubs, or other vegetation; with the exception of removal of nuisance and exotic plant species as may be required or permitted by law, ordinance, or other government approval;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in any manner which affects the surface or sub-surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the Property in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the maintenance of the Property in the natural vegetative and hydrologic conditions as existing at the time of execution of this Conservation Easement. The Conservation Easement hereby granted and the obligation to retain and maintain the Property forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

Venue for any actions in connection with this Conservation Easement shall be in Palm Beach County, Florida. The prevailing party shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions as required and stated in this Conservation Easement, if the prevailing party is the Grantee. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes, or Palm Beach County ordinance.

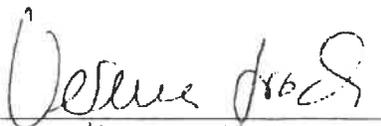
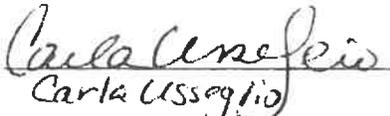
Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure by the Grantor to comply. This Conservation Easement expressly gives third-party and non-party to the easement the right and authority to enforce the terms of this easement as allowed in 704.06 Florida Statutes.

The Grantor hereby represents that the Grantor is seized of the Property in fee simple and has good right and title to grant and convey this Conservation Easement to the Grantee and that the Property is free and clear of any encumbrances.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this 31<sup>st</sup> day of July, 2009.

Signed, sealed, and delivered in our presence of:

WITNESSES:

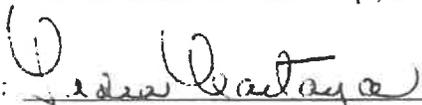
  
Garvin Slack  
  
Carla Cassoglio

GRANTOR:

**FRP DEVELOPERS, LTD.**

a Florida limited partnership

BY: USA Investments-Miami Corp., its General Partner

By:   
Lidia Cartaya, Vice President  
150 Alhambra Circle, Suite 800  
Coral Gables, FL 33134

**ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July 2009, by Lidia Cartaya as Vice President of USA Investments-Miami Corp., a Florida corporation as General Partner of FRP Developers, Ltd., a Florida limited partnership, on behalf of said corporation and limited partnership, respectively. She () is personally known to me or (  ) has produced a \_\_\_\_\_ driver's license, as identification and she did not take an oath.

(Seal)



Notary Public  
State of Florida

*[Signature]*  
My Commission Expires: 11/9/12

Date: 7/31/2009

**NOTE TO CLERK: THIS CORRECTIVE CONSERVATION EASEMENT IS BEING RECORDED TO CORRECT THE NAME OF THE GRANTOR WITH RESPECT TO PARCEL G-8 (EXHIBIT A-1 TO THE ORIGINAL CONSERVATION EASEMENT) LISTED IN THAT CERTAIN CONSERVATION EASEMENT RECORDED ON JULY 10, 2006 IN OFFICIAL RECORDS BOOK 20579, PAGE 59 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. INTERNATIONAL TRADE CENTER, LLC, WHICH SIGNED THE ORIGINAL CONSERVATION EASEMENT, IS NOT THE OWNER OF THE SUBJECT PROPERTY.**

**THIS CORRECTIVE CONSERVATION EASEMENT IS ALSO BEING RECORDED TO CONFIRM THE LEGAL DESCRIPTION AS BEING EXHIBIT A-1 (2 PAGES) ATTACHED TO THAT CERTAIN EASEMENT RECORDED ON JULY 10, 2006 IN OFFICIAL RECORDS BOOK 20579, PAGE 59 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**

**DESCRIPITON:**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE SOUTHEAST CORNER OF LOT 7-G, PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 1, RECORDED IN PLAT BOOK 56, PAGE 172, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT BEING ON A CURVE FROM WICH A RADIAL LINE BEARS S.03°13'43"E. (THE EAST LINE OF SAID LOT 7-G BEARS S.00°52'34"W. AS A BASIS OF BEARING); THENCE EASTERLY ALONG SAID CURVE BEING THE NORTH RIGHT-OF-WAY LINE OF CORPORATE ROAD NORTH, ACCORDING TO THE PLAT OF CORPORATE ROAD NORTH AND WALGREENS DRIVE, RECORDED IN PLAT BOOK 91, PAGE 82, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 7679.52 FEET, A CENTRAL ANGLE OF 00°17'57", AN ARC LENGTH OF 40.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE OF CORPORATE ROAD NORTH BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 7679.52 FEET, A CENTRAL ANGLE OF 03°46'04", AN ARC LENGTH OF 505.01 FEET; THENCE THE FOLLOWING 8 COURSES BEING ALONG THE SOUTHERLY BOUNDARY LINE OF WETLANDS PRESERVATION TRACT 16, RECORDED IN OFFICIAL RECORD BOOK 6297, PAGE 1247, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA:

- 1) N.23°41'57"W. A DISTANCE OF 70.82 FEET;
- 2) S.54°42'13"W., A DISTANCE OF 75.88 FEET;
- 3) N.83°38'59"W., A DISTANCE OF 181.40 FEET;
- 4) N.31°27'25"W., A DISTANCE OF 147.09 FEET;
- 5) S.64°48'22"W., A DISTANCE OF 96.83 FEET;
- 6) N.26°38'49"W., A DISTANCE OF 102.95 FEET;
- 7) N.89°07'26"W., A DISTANCE OF 20.14 FEET;
- 8) S.00°52'34"W., A DISTANCE OF 226.88 FEET TO THE POINT OF BEGINNING FROM WHICH A RADIAL LINE BEARS S.02°55'46"E.

CONTAINING 43,510 SQUARE FEET OR 0.999 ACRES

## PREPARED BY:

Michael J. Miller, P.L.S. 4034 (STATE OF FLORIDA)  
MILLER SURVEYING AND MAPPING  
1121 LAKE AVE.  
LAKE WORTH, FL. 33460

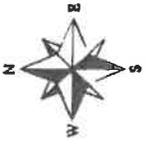
DATE: 07/07/2006.



DWG.# S43537

THIS IS NOT A SURVEY.

SHEET 2 OF 2



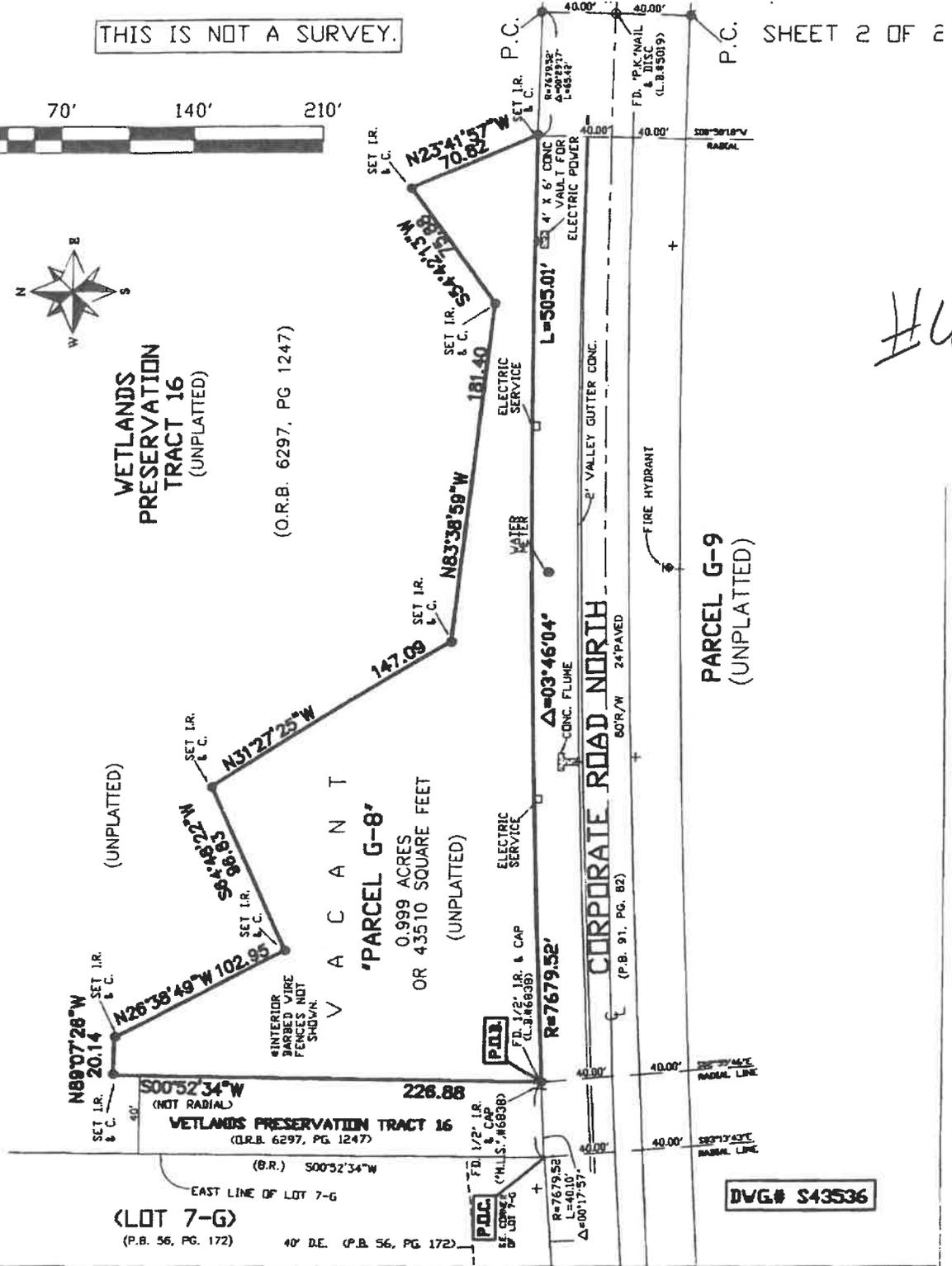
WETLANDS PRESERVATION TRACT 16 (UNPLATTED)

(O.R.B. 6297, PG 1247)

V A C A N T 'PARCEL G-8'

0.999 ACRES OR 43510 SQUARE FEET (UNPLATTED)

PARCEL G-9 (UNPLATTED)



#4

DWG.# S43536

STATE OF FLORIDA - DEPT. OF REVENUE  
I hereby certify that the foregoing is a true and correct copy of the record map as filed.  
5<sup>th</sup> Aug 09  
H. H. HARRIS  
REGISTERED PROFESSIONAL SURVEYOR  
No. 12345

## **Park of Commerce Preserve # 4 and # 5 Conservation Easement Review Summary**

### Original CE Recorded 07-10-06:

Reason for Recording: Compliance with Resolution R-2005-1419.1.

Staff Review: The legal description for Preserve # 4 is followed by the boundary sketch for Preserve #5. The legal description for Preserve # 5 is followed by the boundary sketch for Preserve #4.

### First Recordation of CE Recorded 12-17-07:

Reason for Recording: Updated with new Grantor name.

Staff Review: Contains incorrect legal descriptions for Preserves #4 and #5 and does not include a boundary sketch for either preserve. The legal description of Parcel G-11 and G-12B were incorrectly included in the conservation easement.

### Second Recordation of CE Recorded 01-18-08:

Reason for Recording: Updated with corrected legal description.

Staff Review: Contains correct legal descriptions for Preserve #4 and a boundary sketch for Preserve #5. No legal description for Preserve # 5 or boundary sketch for Preserve # 4 is included.

### Third Recordation of CE Recorded 06-16-08:

Reason for Recording: Updated with corrected legal description and boundary survey.

Staff Review: Contains legal description for Preserve # 4 ad #5. The boundary sketch for Preserve #4 is incorrectly represented by the boundary sketch for Preserve #5.

### Fourth Recordation of CE Recorded 08-05-09:

Reason for Recording: Updated with corrected legal description.

Staff Review: Contains legal description for Preserve #4, does not contain a legal description or boundary sketch for Preserve #5. The Note to Clerk refers back to the original CE, but since the sequence of legal description and boundary sketches for Preserve #4 and #5 are in the wrong order the reference is incorrect.

## ATTACHMENT 4

### RESOLUTION NO. R-2005- 1419.1

RESOLUTION APPROVING ZONING APPLICATION DOA2005-148  
(CONTROL NUMBER 1981-190)  
DEVELOPMENT ORDER AMENDMENT  
APPLICATION OF INTERNATIONAL TRADE CENTER, LLC  
BY LEWIS, LONGMAN & WALKER, P.A., AGENT  
(FLORIDA RESEARCH PARK)  
(LOCAL GOVERNMENT - PBC)

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

WHEREAS, the notice and hearing requirements, as provided for in Article 2 of the Palm Beach County Unified Land Development Code, have been satisfied; and

WHEREAS, Zoning Application DOA2005-148 was presented to the Board of County Commissioners at a public hearing conducted on July 28, 2005; and

WHEREAS, the Board of County Commissioners has considered the evidence and testimony presented by the petitioner and other interested parties, and the recommendations of the various county review agencies; and

WHEREAS, this approval is subject to Article 2.E (Compliance with Time Limitations), of the Palm Beach County Unified Land Development Code and other provisions requiring that development commence in a timely manner; and

WHEREAS, the Board of County Commissioners has considered the findings in the staff report and the following findings of fact:

1. This Development Order Amendment is not a substantial deviation.
2. This Development Order Amendment is consistent with the Palm Beach County Comprehensive Plan.
3. This Development Order Amendment complies with the relevant and appropriate portions of Supplementary Use Standard of the Palm Beach County Unified Land Development Code.
4. This Development Order Amendment is consistent with the requirements of the Palm Beach County Unified Land Development Code and meets applicable local land development regulations.
5. This Development Order Amendment, with conditions as adopted, is compatible as defined in the Palm Beach County Unified Land Development Code and consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development.
6. This Development Order Amendment, with conditions as adopted, complies with the standards imposed on it by applicable provisions of the Palm Beach County Unified Land Development Code for use, layout, function, and general development characteristics.
7. This Development Order Amendment, with conditions as adopted, minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands.
8. This Development Order Amendment has a traffic concurrency exemption

record that assumes 6.5 million square feet and a buildout date to 2014. Any future application for development that exceeds 6.5 million square feet or extends the buildout date would require a Development Order Amendment to address the full impacts of square footage and extended timeframe for all concurrency providers.

9. This Development Order Amendment, with conditions as adopted, minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands and the natural functioning of the environment.

WHEREAS, Article 2.K.3.b of the Palm Beach County Unified 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 Zoning Application DOA2005-148, the petition of International Trade Center, LLC, by Lewis, Longman & Walker, P.A., agent, for a Development Order Amendment to modify/delete conditions of approval on a parcel of land legally described in EXHIBIT A, attached hereto and made a part hereof, and generally located as shown on a vicinity sketch attached as EXHIBIT B, attached hereto and made a part hereof, and Palm Beach Park of Commerce ERM Rule-Based Analysis (12.5% Preservation Requirement) Table attached as Exhibit E, attached hereto and made a part hereof, was approved on July 28, 2005, subject to the conditions of approval described in EXHIBIT C, attached hereto and made a part hereof.

Commissioner Marcus moved for the approval of the Resolution.

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

Tony Masiotti, Chair	Y AYE
Addie L. Greene, Vice Chairperson	Y AYE
Karen T. Marcus	Y AYE
Jeff Koons	Y ABSENT
Warren H. Newell	Y AYE
Mary McCarty	Y ABSENT
Burt Aaronson	Y ABSENT

The Chair thereupon declared that the resolution was duly passed and adopted on July 28, 2005.

Filed with the Clerk of the Board of County Commissioners on 17TH day of AUGUST, 2005.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

SHARON R. BOCK,  
CLERK & COMPTROLLER

BY:   
COUNTY ATTORNEY

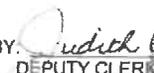
BY:   
DEPUTY CLERK



EXHIBIT A

LEGAL DESCRIPTION

A parcel of land situate in Sections 17, 18, and 19, Township 41 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Section 17; thence South 01°04'41" West, along the East line of said Section 17, a distance of 5,443.04 feet to the Southeast corner of said Section 17; thence North 88°40'25" West, along the South line of said Section 17, a distance of 5,375.38 feet to the Southwest corner of said Section 17; thence south 02°48'45" East, along the East line of said Section 19, a distance of 2,893.36 feet to the Northerly right-of-way line of the Beeline Highway, as recorded in Road Book 2, Page 152, and also being recorded in Official Record Book 112, Page 381, of the Public Records of Palm Beach County, Florida; thence North 53°39'52" West, along said right-of-way line, a distance of 3,587.09 feet to the beginning of a curve, having a radius of 2,808.79 feet from which a radial line bears North 36°20'08" East; thence Northwesterly along the arc of said curve, subtending a central angle of 20°00'00", a distance of 980.45 feet; thence North 33°39'52" West, a distance of 457.86 feet to the beginning of a curve, having a radius of 2,820.79 feet from which a radial line bears North 56°20'08" East; thence Northwesterly along the arc of said curve, subtending a central angle of 11°00'00", a distance of 541.55 feet; thence North 22°39'52" West, a distance of 1,594.85 feet to the beginning of a curve, having a radius of 2,608.65 feet from which a radial line bears North 67°20'00" East; thence Northwesterly along the arc of said curve, subtending a central angle of 03°33'33", a distance of 162.05 feet; thence North 70°53'41" East, departing from said right-of-way line and running along the perimeter of a parcel of land described in Official Record Book 3271, Page 1976, of the Public Records of Palm Beach County, Florida, a distance of 660.00 feet to the beginning of a curve, having a radius of 1948.65 feet from which a radial line bears North 70°53'41" East; thence Northerly along the arc of said curve, subtending a central angle of 18°39'00", a distance of 634.29 feet; thence North 00°27'19" West, a distance of 1,229.89 feet; thence North 89°08'22" West, a distance of 660.18 feet to the Easterly right-of-way line of Pratt-Whitney Road, as recorded in Official Record Book 6, Page 18, of the Public Records of Palm Beach County, Florida. Said point also being the Northwest corner of the parcel of land described in said Official Record Book 3271, Page 1976, of the Public Records of Palm Beach County, Florida; thence North 00°27'19" West, along said Easterly right-of-way line of Pratt-Whitney Road, a distance of 330.09; Thence South 89°08'22" East, departing from said Easterly right-of-way line and running along a line 660.00 feet South of and parallel with the North line of said Section 18, a distance of 4,851.82 feet to the East line of said Section 18; thence South 88°56'16" East, along a line 660.00 feet South of and parallel with the North line of said Section 17, a distance of 410.00 feet; thence North 01°06'57" East, a distance of 660.00 feet to the North line of said Section 17; thence South 88°56'16" East, along the North line of said Section 17, a distance of 4,961.77 feet to the point of beginning; comprising a total acreage of +/- 1,244.7 acres.

The above described parcel of land also has included within it the entire plat of "Calbut Genpar Tract A" as recorded in Plat Book 45, Page 70, the entire plat of "Palm Beach Park of Commerce, P.I.P.D., Plat No. 1" as recorded in Plat Book 56, Page 172, the entire plat of "Palm Beach Park of Commerce, P.I.P.D., Plat No. 2" as recorded in Plat Book 60, Page 49, and the entire plat of "Palm Beach Park of Commerce, P.I.P.D., Plat No. 4" as recorded in Plat Book 68, Page 88.

Less a Parcel: All of Lot 1L-2, "Palm Beach Park of Commerce, P.I.P.D., Plat No. 2", Plat Book 60 at Pages 49 through 50.

Less a Parcel: (from lot 1L-2)

Beginning at the Northwest corner of Lot 2L-2 of said Palm Beach Park of Commerce P. I. P. D. Plat No. 2 run South 06 Degrees 29' 10" east

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along the west line of said lot 2L-2 a distance of 231.91 feet; thence continuing along said West line, South 31 Degrees 41' 55" East a distance of 79.94 feet to the Southwest corner of said Lot 2L-2, said corner also being the Southeast corner of Lot 1L-2 of said Palm Beach Park of Commerce P.I.P.D. Plat No. 2 and also lying on a non-tangent curve having a radius of 190.00 feet and from which a radial line bears South 31 Degrees 41' 44" East; thence Southwesterly along the arc of said curve and along the South line of said Lot 1L-2 a distance of 25.07 feet (through an angle of 07 Degrees 33'39'11") to a point on a non-tangent line; thence North 31 Degrees 41' 55" West a distance of 87.19 feet; thence North 06 Degrees 29' 10" West a distance of 240.72 feet to a point on the North line of said Lot 1L-2; thence South 89 Degrees 08' 22" East along said North line a distance of 25.21 feet to the point of beginning.

All of the Public Records of Palm Beach County, Florida.

EXHIBIT B  
VICINITY SKETCH

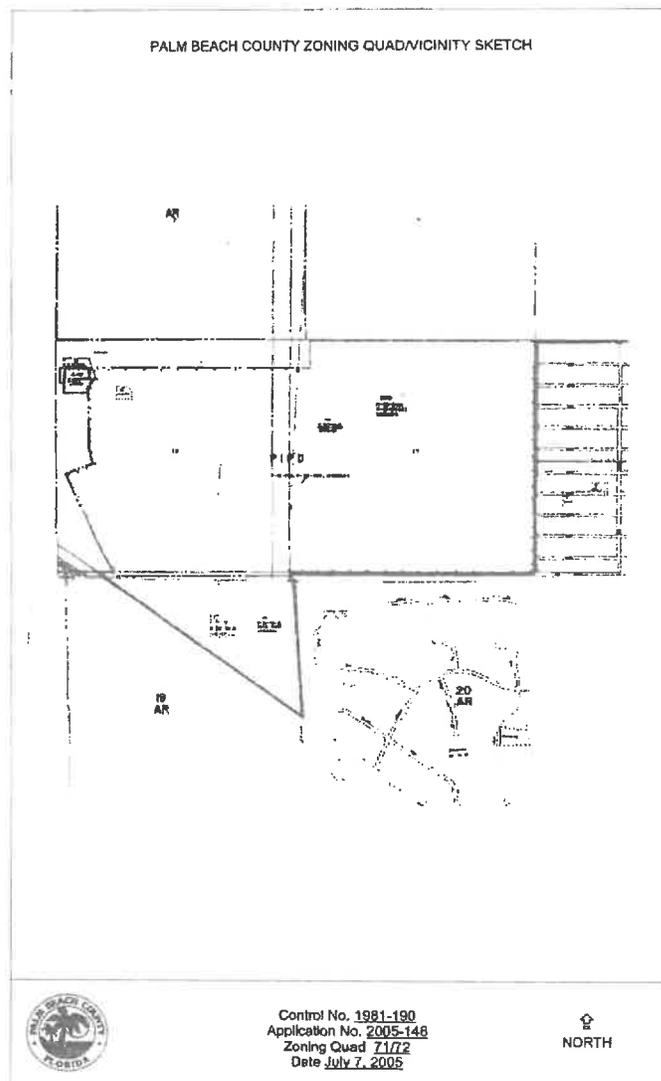


EXHIBIT C  
CONDITIONS OF APPROVAL  
(LOCAL GOVERNMENT)

ALL PETITIONS

1. Condition 2 (Incorporation Of All Development Conditions) of Resolution R-1997-160, Petition 1981-190 which currently states:

This resolution incorporates and restates the previous PIPD conditions of approval as contained in Resolutions No. R-82-120, No. R-82-468, No. R-90-812, No. R-93-344, and No. R-95-1321.15 including original deadlines, as most recently amended. (ONGOING: MONITORING)

Is hereby amended to read:

All previous conditions of approval applicable to the subject property, as contained in Resolution R-1997-160 (Petition 1981-190), have been consolidated as contained herein. The property owner shall comply with all previous conditions of approval and deadlines previously established by Article 2.E of the ULDC and the Board of County Commissioners, unless expressly modified. (ONGOING: MONITORING - Zoning)

2. The PBPOC Application for Development Approval (ADA) is incorporated by reference into the Development Order and zoning approval by Palm Beach County in the following manner:

The Palm Beach Park of Commerce Application for Development Approval (ADA) is incorporated herein by reference and relied upon by the parties in discharging their statutory duties under Chapter 380, Florida Statutes. Substantial compliance with the representations contained in the Application for Development Approval is a condition of approval unless waived or modified by agreement among the parties, as defined in Subsection 380.07(c), Florida Statutes. Substantial compliance shall include the requirement that groundwater withdrawal impacts described in the ADA shall not be exceeded. Substantial deviation from these representations shall require reconsideration of the Development Order.

For the purposes of this condition, the ADA shall include the following items:

Palm Beach Park of Commerce ADA, submitted September 4, 1981 (R-82-468, Condition #1);

Palm Beach Park of Commerce ADA Supplement, submitted October 21, 1981 (R-82-468, Condition #1);

Letter and attachments dated October 26, 1981 from Doug Winter to Jeanne Hall regarding Water, Drainage, and Vegetation and Wildlife (R-82-468, Condition #1);

Letter and attachments dated November 13, 1981 from Donald Walker to Sam Shannon regarding Transportation (R-82-468, Condition #1);

Letter and attachments dated November 18, 1981 from Donald Walker to Sam Shannon regarding Transportation (R-82-468, Condition #1);

Letter dated December 1, 1981 from Howard L. Searcy to Donald C. Lockhart regarding wetlands (R-82-468, Condition #1);

Letter dated October 16, 1981 to Tim Lunney, Palm Beach County Zoning Director, from Henry Skokowski regarding the Caloosa Homeowners Association meeting of October 12, 1981 describing the "Limited Development Zone" (R-82-468, Condition #1);

Memorandum dated January 28, 1982 from Henry Skokowski to Tim Lunney restricting uses and establishing additional setbacks (R-82-468, Condition #1);  
Condition C.1. of Resolution No. R-93-344 as subsequently modified by Condition E.2. of R-95-1321.15 found at Condition #9 herein (R-95-1321.15); and  
Condition C.2. of Resolution No. R-93-344 amending the answer to Question 14-D of the ADA. (ONGOING:ZONING-Zoning) (Previous Condition 3 (Application For Development Approval) of Resolution R-1997-160, Petition 1981-190)

3. Condition 8 (Tenant List) of Resolution R-1997-160, Petition 1981-190 which currently states:

As part of the annual report required by Subsection 380.06(18), Florida Statutes, the developer shall include a complete list of tenants locating in the development during the preceding year. Included in the report shall be a description of the activities of, processes and materials used by, and operations of each tenant, and a map indicating their location within the development. Copies of the report shall be provided to the South Florida Water Management District and the Palm Beach County Planning, Zoning and Building Department. (ONGOING: ZONING-Zoning)

Is hereby amended to read:

As part of the annual report required by Subsection 380.06(18), Florida Statutes, the property owner/developer shall include a complete list of tenants locating in the development during the preceding year. The report shall include a description of the activities of, processes and materials used by, and operations of each tenant, and a map indicating their location within the development. A report shall be submitted to the Zoning Division and the South Florida Water Management District on or before January 31 annually. (ONGOING: MONITORING-Zoning/SFWMD)

4. The paragraph headings of this Development Order are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Development Order. (ONGOING: ZONING-Zoning) (Previous Condition 27 (Paragraph Headings of Resolution R-1997-160, Petition 1981-190)
5. Subsequent amendments to this Resolution may be adopted without the need for review under Section 380.06(19), Florida Statutes. (ONGOING: ZONING-Zoning) (Previous Condition 28 (Subsequent Amendments to Local Conditions) of Resolution R-1997-160, Petition 1981-190)
6. Prior to final approval by the Development Review Officer (DRO), the applicant/property owner shall submit copies of an updated survey or a boundary plat of the entire PIPD to the Zoning Division for review and approval. (DRO:ZONING-Eng)
7. Prior to final approval by the Development Review Officer (DRO), the applicant/property owner shall revise the Master Plan dated June 10, 2005 to reflect all the data as required by the Technical Manual including an applicable concurrency table. (DRO:ZONING-Zoning)
8. No further site plan of the PIPD shall be approved until the Master Plan is approved by the Final Development Review Officer (DRO) (DRO:ZONING-Zoning).

#### BUILDING AND SITE DESIGN

1. Condition 7 (Site Plan Approval) of Resolution R-1997-160, Petition 1981-190 which currently states:

Individual site plan approval by the Palm Beach County Site Plan Review Committee also including representatives from the Florida Department of Environmental Protection (DEP) and the South Florida Water Management District (SFWMD) shall be conducted for each site within the project to permit consideration of industrial waste, groundwater and surface water runoff issues. Final Site Plan Approval shall be denied to any industrial uses until all appropriate DEP and SFWMD permits for waste treatment and air pollution control facilities have been granted, and until site development plans reflect SFWMD recommendations regarding storm water runoff facilities. Each site plan for sites abutting residential development shall include a tree survey and specific landscape plans for the required 50 foot rear setback and for designated buffer areas. In order to insure adequate time for these reviews, applications for individual site plan and Master Plan approvals must be filed at least five weeks prior to the date of the meeting at which these plans will be reviewed. (R-82-468, Condition #22) (DRC: ZONING)

Is hereby amended to read:

Prior to Final site plan approval by the Development Review Officer of a parcel within the PIPD. The applicant shall obtain approval by the Florida Department of Environmental Protection (DEP) and the South Florida Water Management District (SFWMD) for each site within the PIPD to permit consideration of industrial waste, groundwater and surface water runoff issues.

Final Site Plan Approval shall be denied to any industrial uses until all appropriate DEP and SFWMD permits for waste treatment and air pollution control facilities have been granted, and until site development plans reflect SFWMD recommendations regarding storm water runoff facilities. Each site plan for parcels abutting adjacent residential development shall include a tree survey and specific landscape plans for the required 50-foot rear setback and for designated buffer areas. In order to insure adequate time for these reviews, applications for individual site plan and Master Plan approvals must be filed at least five weeks prior to the date of the meeting at which these plans will be reviewed. (DRO: ERM-DEP/SFWMD)

#### ENGINEERING

1. When required by the County Engineer, or prior to the completion of Phase One, the following traffic improvements shall be completed:
  - A. Beeline Highway (State Road #710) as a four-lane, median-divided section from Seminole Pratt & Whitney Road through the project's East entrance road. This construction may include the intersection of Seminole Pratt & Whitney Road and State Road #710.
  - B. At the intersection of Indiantown Road and Seminole Pratt & Whitney Road:
    - a. left turn lane, north approach;
    - b. left turn lane, south approach;
    - c. left turn lane, east approach;
    - d. left turn lane, west approach; and
    - e. right turn lane, south approach.

- C. At the intersection of Seminole Pratt & Whitney Road and the project's entrance road, a left turn lane, north approach.
- D. At the intersection of Beeline Highway and the project's West entrance road, a left turn lane, west approach.
- E. At the intersection of Beeline Highway and the project's East entrance:
  - a. left turn lane, west approach; and
  - b. right turn lane, east approach.
- F. At the intersection of P.G.A. Boulevard and Beeline Highway:
  - a. left turn lane, north approach;
  - b. right turn lane, south approach; and
  - c. right turn lane, east approach. (ONGOING: ENG-Eng)(Previous Condition 20 (Phase I Traffic Improvements) of Resolution R-1997-160, Petition 1981-190)

2. Condition 21 (Access Point) of Resolution R-1997-160, Petition 1981-190 which currently states:

Only two access points onto Beeline Highway and one onto Seminole Pratt & Whitney Road, as shown on the Master Plan (Palm Beach County Exhibit No. 3) are permitted. (R-82-466, Condition #17) (DRC: ZONING)

Is hereby amended to read:

Only two access points onto Beeline Highway and one onto Seminole Pratt & Whitney Road, as shown on the Master Plan dated June 10, 2005 shall be permitted. (DRO:ENG-Eng)

3. Condition 22 (Required Traffic Improvements) of Resolution R-1997-160, Petition 1981-190 which currently states:

Based on the traffic study required by the Traffic Study Condition #11 #8 above, the developer shall provide any improvements required by the County Engineer as a result of development traffic and necessary to maintain Level of Service C at:

The intersection of SR 711 and SR 706; and  
The intersections of the entrance roads with SR 710 and SR 711.  
(ONGOING: ENG)

Is hereby amended to read:

Based on the traffic study as outlined in Condition #8, the property owner/developer shall provide any improvements required by the County Engineer as a result of development traffic and necessary to maintain Level of Service C at:

- a. The intersection of SR 711 and SR 706; and
- b. The intersections of the entrance roads with SR 710 and SR 711.  
(ONGOING: ENG-Eng)

4. Condition 23 (Fair Share) of Resolution R-1997-160, Petition 1981-190 which currently states:

The developer shall contribute a fair share in the amount of \$48,285.00. Condition No. 28A (Beeline Highway into four lanes) may be credited against this fair share. The developer shall be credited only for the improvement he provides. (ONGOING: ENG)

Is hereby deleted: [Reason - Impact fees are a code requirement].

5. The developer shall dedicate to Palm Beach County at the time of the filing of the first contiguous plat or within ninety (90) days of notification by Palm Beach County, 192 feet from the west line of Section 18 for the ultimate right-of-way for Seminole Pratt Whitney Road (approximately an additional 132 feet). (PLAT: ENG-Eng) (Previous Condition 26 (Seminole Pratt Whitney Road Dedication) of Resolution R-1997-160, Petition 1981-190) COMPLETED

#### ENVIRONMENTAL RESOURCES MANAGEMENT

1. Should a Wellfield be proposed or constructed, all parcels within the Zones of Influence shall comply with Article 14.B or the most current ULDC. (ONGOING:ERM-Erm)
2. The developer will take necessary precautions to insure there will be no pollutant run-off from this project to adjacent or nearby surface waters. (Previous Condition 12 (Pollutant Run-off) of Resolution R-1997-160, Petition 1981-190 ) (ONGOING:ERM-Erm) COMPLETED
3. Condition 17 (Planting Management Plan) of Resolution R-1997-160, Petition 1981-190, which currently states:

The developer shall prepare a planting and management plan for the littoral zone that surrounds the lake system. The plan shall include the types, extent and timing of planting that will be provided in the littoral zone. Also included in the plan shall be the identification of any management activities that are intended to ensure the continuance and health of the littoral zone. The plan shall be subject to the approval of the Palm Beach County Department of ERM, in consultation with the Treasure Coast Regional Planning Council, prior to beginning excavation of the lake system.

Is hereby amended to read:

All new excavations shall comply with the excavation criteria pursuant to Article 4.D or the most current ULDC. Excavation of a mined lake (water management tract) shall not be constructed within Zone 1 or 300 feet of a proposed or existing potable water supply. Separations shall be measured from the top of bank. No exfiltration trench is permitted in Wellfield Protection Zones 1 or 2. Regulated substances are prohibited in a Wellfield Zone 1. (ONGOING:ERM-Erm)

4. Condition 16 (Land Clearing Plan) of Resolution R-1997-160, Petition 1981-190, which currently states:

The developer shall prepare a land clearing plan that provides for minimizing the removal or destruction of existing vegetation (with the exception of exotic species such as Brazilian pepper, Melaleuca or Australian pines). The Plan shall also include a schedule of clearing that is directly related to development activities. The plan shall also be subject to the approval of the Palm beach County Department of ERM.

Is hereby amended to read:

The property owner/developer shall prepare a land clearing plan (Plan) that provides for minimizing the removal or destruction of existing vegetation (with the exception of exotic species such as Brazilian pepper, Melaleuca or Australian pines).

- a. The Plan shall include the requirement to prepare, for each lot or parcel(s) (Site) which is the subject of a site plan approval process, an inventory of all native and specimen trees of six inches (6 ") dbh or greater (trees).
  - b. This condition shall apply to all of the remaining undeveloped parcels in the Park totaling five hundred seventy-two (572) acres as described in Table 1 of the ERM Rule Based Analysis (12.5% Preservation Requirement). Table 1 (Exhibit E) can be found in the Preliminary Assessment for the Palm Beach Park of Commerce, January 2004, prepared by Mitigation Resources, L.L.C., as revised.
  - c. The Plan shall include a schedule of clearing that is directly related to the development activities of the subject site.
  - d. The Plan shall also be subject to the approval of ERM. For this Condition a clearing plan shall mean a Standard Vegetation Permit provided by ERM which may include a single lot or multiple parcels.
  - e. For this condition, minimization shall be determined by a lot or parcel(s) basis of between 10% to 15% with an overall minimum set-aside of 12.5% of the native high quality upland vegetation, or relocation or mitigation of such vegetation either on the Site or off the Site but within the Park. Vegetation other than trees may be approved for mitigation by ERM providing the vegetation is native and indigenous to the area. Set aside buy-out to satisfy the terms of this Condition, in whole or part, may be provided by the Board of County Commissioners based upon the current appraised value of the lot or parcel(s) being considered. (ONGOING:ERM-Erm)
5. Minimization of the removal or destruction of trees shall be by on Site preservation, mitigation or restoration of trees subject to Table 2 of this Condition, or relocation of relocatable trees and mitigation of specimen trees which are not relocatable for each site. Relocation of relocatable trees may be used to offset mitigation for specimen tree on a per tree/ per height basis.

Mitigation and Restoration shall occur as indicated in Table 2 as follows:

- a. Trees with crown spread of 90 feet or greater or trees with 27 Inches or more in diameter at 4.5 feet above grade (dbh) will require 9 replacement trees;
- b. Trees with crown spread of 60-89 feet or trees with 24-26 inches in diameter at 4.5 feet above grade (dbh) will require 8 replacement trees;
- c. Trees with crown spread of 50-59 feet or trees with 21-23 inches in diameter at 4.5 feet above grade (dbh) will require 7 replacement trees;
- d. Trees with crown spread of 40-49 feet or trees with 18-20 inches in diameter at 4.5 feet above grade (dbh) will require 6 replacement trees;
- e. Trees with crown spread of 30-39 feet or trees with 15-17 inches in diameter at 4.5 feet above grade (dbh) will require 5 replacement trees;
- f. Trees with crown spread of 20-29 feet or trees with 12-14 inches in diameter at 4.5 feet above grade (dbh) will require 4 replacement trees;
- g. Trees with crown spread of 10-19 feet or trees with 9-11 inches in diameter at 4.5 feet above grade (dbh) will require 3 replacement trees;

- h. Trees with crown spread of 5-9 feet or trees with 6-8 inches in diameter at 4.5 feet above grade (dbh) will require 2 replacement trees; and,
  - j. Trees with crown spread of less than 5 feet or trees less than 5 inches in diameter at 4.5 feet above grade (dbh) will require no replacement trees. (ONGOING:ERM-Erm)
6. Mitigation or restoration pursuant to Table 2 of Condition 5, Mitigation and Restoration, shall be subject to the following conditions:
- A. Replacement trees shall be at least 12 feet in height, two and one-half inches dbh, and consist of native vegetation, indigenous to the area, and be Florida Number 1 or better in quality. Field grown replacement trees shall be evaluated on a case by case basis for quality.
  - B. Replacement palms shall be at least 12 feet in height.
  - C. If the required replacement trees cannot be purchased within 60 miles from the Site, an alternate replacement may be approved by ERM.
  - D. Dahoon Holly trees shall be replaced like size for like size for mitigation and the number doubled for restoration.
  - E. Monitoring time frames shall be established for mitigation and replacement vegetation as needed.
  - F. If, at any time, the County, by general rule, regulation or ordinance, provides for mitigation or restoration at lesser levels than those set forth in Table 2, Mitigation and Restoration, of this Condition, the owner/developer shall be entitled to restore or mitigate trees at those lesser levels.
  - G. In addition to the foregoing, replacement trees may be replaced with a contribution to the Natural Areas Stewardship Endowment Fund for the cost of the purchase and relocation of a like tree.

The owner/developer can fully satisfy the entire condition of the required minimum of high quality native upland vegetation preservation (Required Minimum) by applying the ERM Rule-Based Table set forth in Table 1, Palm Beach Park of Commerce, ERM Rule Based Analysis (12.5% Preservation Requirement). In accordance with ERM's analysis, the Required Minimum is equal to approximately 31.9 acres. However, for sites where the application of the 12.5% preservation requirement results in less than 0.5 acres of preserve requirement, a conservation easement and management plan shall not be required and a Tree Preservation Area (De Minimus Preserve Area) shall be required either on the parcel or elsewhere in the Park. Accordingly, the 31.9 acre Required Minimum shall be adjusted downward based on those parcels set forth in Table 1, Palm Beach Park of Commerce, ERM Rule Based Analysis (12.5% Preservation Requirement), where the otherwise preservable vegetation consists of less than 0.5 acre and the Tree Preservation Area requirement is fulfilled. The Required Minimum shall be deemed satisfied in full when a total of 31.9 acres, as adjusted downward for the De Minimus Preserve Areas, shall have been set aside anywhere within the Project.

This Condition may also be satisfied, in whole or in part, by the owner/developer setting aside within the project an area or areas which may serve as receiving areas (Mitigation Areas) for the relocation or replacement of quality upland vegetation and trees from other lots or parcels within the project. The Mitigation Areas will be subject to conservation easements in favor of Palm Beach County and management plans for the maintaining of the Mitigation Areas as quality vegetation areas. The Mitigation Areas may include, at the option of the owner/developer, the 11.72 acres designated for Recreation Use under the Park of Commerce Master Plan, Zoning Petition 81-190, Exhibit 88. To the extent that the Mitigation Areas are utilized for the relocation or replacement of native vegetation or trees, the Required Minimum of 31.9 acres, as adjusted, shall be reduced and deemed satisfied accordingly.

Upon satisfaction of the Required Minimum, all upland vegetation preservation, mitigation and relocation requirements of the existing project shall be deemed complete and satisfied and no further development within the project shall be subject to existing or future rules, regulations or ordinances which would increase the obligations of the owner/developer or the project contained herein. (ONGOING:ERM-Erm)

7. Prior to the submittal for approval by the Development Review Officer (DRO), the applicant shall incorporate Table 1 (Exhibit E) as part of Condition 4, and shall be shown on the condition mylar. (DRO:ERM-Erm)
8. The Master Plan shall not be amended with respect to the 150 ft. water management tract, and with an additional 50 ft. setback to be measured from the buffer zone. No amendment to master plan for water management tract. (DRO:ERM-Erm) (Previous Condition 15 (No Amendment To Master Plan For Water Management Tract) of Resolution R-1997-160, Petition 1981-190)

#### HEALTH

1. Within the Florida Research Park no structure or improvement shall be constructed, or altered, nor shall any premises be used as a laboratory unless the premises and related organizational processes comply with all federal, state and local laws and published guidelines governing the construction and operation of such laboratory. (ONGOING: HEALTH-Health)
2. The property owner or operator of the laboratory shall, upon request by Palm Beach County Health Department, provide proof of compliance with federal state and local regulations in the form of copies of licenses, permits, registrations, certificates of accreditation, inspection reports or other documentation deemed appropriate by the Palm Beach County Health Department. (ONGOING: HEALTH-Health)
3. The property owner and operator of laboratories classified as Biosafety Level 2, 3 or 4, as defined in the Centers for Disease Control and Prevention (CDC) and National Institute of Health (NIH) "Biosafety in Microbiological and Biomedical Laboratories", 4th Edition, by the US Department of Health and Human Services, May 1999, shall ensure that all waste from such laboratories are effectively decontaminated before the waste leaves the area of the laboratory so designated. (ONGOING: HEALTH-Health)
4. No waste from Biosafety Level 2, 3 or 4 laboratories as defined in the Centers for Disease Control and Prevention (CDC) and National Institute of Health (NIH) "Biosafety in Microbiological and Biomedical Laboratories", 4th Edition, by the US Department of Health and Human Services, May 1999, shall be discharged to the sewer before the waste is effectively decontaminated. All reasonable measures shall be instituted and maintained to prevent the accidental release of biological agents and toxins, and select agents and toxins, or other dangerous or exotic agents to the environment. (ONGOING: HEALTH-Health)
5. The property owner or operator of laboratory uses shall ensure zero discharge of untreated potentially prion-contaminated waste to the sanitary sewer, and shall provide documented verification of such to the Palm Beach County Health Department upon request. (ONGOING: HEALTH-Health)
6. The property owner or operator of facilities generating industrial, hazardous or toxic waste shall not deposit or cause to be deposited any such waste into the sanitary sewer system unless adequate pretreatment facilities approved by the Florida Department of Environmental Protection, the Palm Beach

County Health Department, and the agency responsible for sewage works are provided and used. (ONGOING: HEALTH/CODE ENF-Health)

7. The property owner or operator of the laboratory shall maintain records of all waste treatment at the facility, including proof of the effective decontamination of all treated waste. These records shall include the date, time, amount of waste, method of treatment, method(s) used to verify effectiveness of treatment, and the results of tests used to verify treatment effectiveness. (ONGOING: HEALTH-Health)
8. Any person who is a generator or an employee of a generator of hazardous or infectious waste shall store such wastes prior to disposal in an area secured as to deny access to unauthorized persons, animals, wind, rain, insects and rodents. If such wastes are placed in a trash receptacle or compactor that is accessible at any time to unauthorized persons, such receptacle or compactor shall be locked to prevent access to the contents thereof to anyone other than authorized persons or waste collection personnel. (ONGOING: HEALTH-Health)
9. Prior to the issuance of a certificate of occupancy (CO) for any laboratories, the facility owner or operator shall submit to the Palm Beach County Health Department a copy of the facility's Biosafety and Security Plan. The recommended design to focus on increased security needs can be found in Appendix F – Laboratory Security and Emergency Response Guidance for Laboratories Working with Select Agents, of the CDC and NIH publication entitled Biosafety in Microbiological and Biomedical Laboratories, 4<sup>th</sup> Edition. The Biosafety and Security Plan shall outline biosafety and containment procedures, security systems and procedures, and incident response procedures, and shall have been approved by an officer of the company or institution with appropriate signature authority. (DRO/CO: DRO/MONITORING-Health)
10. All clearing, grading, construction, renovations and repairs shall be carried out with dust control measures adequate to prevent creation of a nuisance to persons or public or private property. Clearing, grading or improvement plans shall require that measures such as the following be undertaken to achieve effective dust control: These measures include watering, application of approved surfactants, shrouding, control of vehicle speed, paving of access areas, or other operational or technological measures to reduce dispersion of dust. (ONGOING: HEALTH-Health)
11. Prior to issuance of the first certificate of occupancy (CO) relative to this application, the property owner or the operator shall provide a copy of the solid waste management plan for the Florida Research Park to the Palm Beach County Health Department for review and comment. (CO: MONITORING-Health)
12. Open burning for land clearing shall not be conducted without the prior approval of the Palm Beach County Health Department. (ONGOING: HEALTH-Health)
13. The surface water management system shall utilize Best Management Practices to minimize breeding of mosquitoes in the surface water management system. Management of the system shall include control methods that minimize the need for aerial spraying and reduce potential impacts of mosquito control activities on the surrounding natural areas. (ONGOING: CODE ENF-ERM/Health)
14. Condition 10 (Water Service) of Resolution R-1997-160, Petition 1981-190 which currently states:

Water service is available to the property. Therefore, no well shall be permitted on the site to provide potable water. (ONGOING: HEALTH-Health)

Is hereby amended to read:

The existing Florida Research Park (PIPD) water supply system is in place to serve the project. No other private, community, or limited use potable water wells shall be permitted on the site. (ONGOING: HEALTH-Health)

15. Condition 9 of Resolution R-1997-160, Petition 1981-190 which currently states:

Sewer service is available to the property. Therefore, no septic tank shall be permitted on the site. (ONGOING:HEALTH-Health) (Previous Condition 9 (Sewer Service) of Resolution R-1997-160, Petition 1981-190)

Is hereby amended to read:

No on-site sewage treatment and disposal system (OSTDS) shall be permitted on the site. All existing OSTDS shall be abandoned in accordance with Rule 64 E-6 FAC and Palm Beach County ECR-I. (ONGOING: HEALTH-Health)

16. Prior to the issuance of the first certificate of occupancy (CO) for any facility in the Florida Research Park project, the developer/property owner shall prepare a Hazardous Materials Management Plan and have it approved by the Palm Beach County Health Department and Florida Department of Environmental Protection. The plan shall address the handling and disposal of any toxic or hazardous materials in accordance with Florida Administrative Code Rule 62-730, and any biomedical waste in accordance with Florida Administrative Code Rule 64E-16. At a minimum, the plan shall:
- a. require disclosure by all owners or tenants of the property of all hazardous materials or waste proposed to be stored, used, or generated on premises;
  - b. require the inspection of all premises storing, using, or generating hazardous materials or waste prior to commencement of operation, and periodically thereafter, to assure that proper facilities and procedures are in place to properly manage hazardous materials projected to occur;
  - c. provide minimum standards and procedures for storage, prevention of spills, containment of spills, and transfer and disposal of such materials or waste;
  - d. provide for proper maintenance, operation, and monitoring of hazardous materials and waste management systems including spill and hazardous materials and waste containment systems;
  - e. detail actions and procedures to be followed in case of spills or other accidents involving hazardous materials or waste;
  - f. guarantee financial and physical responsibility for spill clean-up;
  - g. include a program for continued monitoring of surface and groundwater on the site;
  - h. The approved plan shall be incorporated into the development by including it as part of any lease or sale agreement provided to tenants and owners that will use, handle, store, display, or generate hazardous materials or waste. A copy of the approved Hazardous Materials Management Plan for the Florida Research Park PIPD shall be provided to the contractors and all owners, tenants and operators of businesses within the project and shall be required to comply with the applicable provisions of the plan. (CO: MONITORING – Health)

17. The owner of the private utility system serving the Florida Research Park shall monitor the water demand from the existing water treatment facilities and initiate appropriate and effective measures to ensure that in no event will the water demand including fire-flow demand exceed the permitted capacity of the water supply system. The measures to ensure adequacy of water system capacity must be initiated within 6 months after the first month in which the average water demand exceeds 75% of the permitted system capacity. (ONGOING: HEALTH-Health)
18. The owner of the private utility system serving the Florida Research Park shall monitor the wastewater flow from the existing water treatment facilities and initiate appropriate and effective measures to ensure that in no event will the daily wastewater flows exceed the permitted capacity of the wastewater treatment system. The measures to ensure adequacy of the wastewater treatment system capacity must be initiated within 6 months after the first month in which the daily wastewater flows exceeds 75% of the permitted system capacity. (ONGOING: HEALTH-Health)
19. Potable water and wastewater treatment facilities shall be integrated into a regional system at such time as a regional system is established. (ONGOING: HEALTH-Health) (Previous Condition 11 (Integration of Potable Water And Wastewater Facilities Into Regional Facilities) of Resolution R-1997-160, Petition 1981-190)
20. The generation and disposal of hazardous effluents into the sanitary sewerage system shall be prohibited unless adequate pretreatment facilities approved by the Florida Department of Environment Protection (FDEP) and Agency responsible for sewage works are constructed and used by project tenants or owners generating such effluents. (ONGOING: HEALTH-Health) (Previous Condition 14 (Hazardous Effluents) of Resolution R-1997-160, Petition 1981-190)
21. The developer will take reasonable precautions during the development of this project to insure that fugitive particulates (dust particles) from this project do not become a nuisance to neighboring properties. (ONGOING: HEALTH-Health) (Previous Condition 18 (Dust Particles) of Resolution R-1997-160, Petition 1981-190)
22. The property owner and operator of any facility that receives, possesses, handles, stores, or uses radioactive material must comply with all applicable Federal, State and local statutes, regulations, and ordinances. (ONGOING: CODE ENF-Health)
23. The property owner shall notify the Palm Beach County Health Department upon closure of any operation that was issued a specific license for radioactive materials. (ONGOING: HEALTH-Health)

#### LIGHTING

1. Condition 19 (Lighting) of Resolution R-1997-160, Petition 1981-190) which currently states:

All lighting fixtures shall conform to the following height restrictions:  
Within 500 feet of all property with any residential designation by the Palm Beach County Comprehensive Plan, the maximum allowed height shall be thirty (30) feet. Between 500 and 750 feet of all property with any residential designation by the Palm Beach County Comprehensive Plan, the maximum allowed height shall be forty five (45) feet. Zoning code requirements shall apply to property more than 750 feet from all property with any residential designation by the Palm Beach County Comprehensive Plan. (BLDG PERMIT: BLDG - Zoning)

Is hereby amended to read:

All lighting fixtures shall conform to the following height restrictions:

- a. Within 500 feet of all adjacent property with any Residential Future Land Use designation, the maximum height shall be thirty (30) feet;
- b. Between 500 and 750 feet of all property with any Residential Future Land Use designation, the maximum height shall be forty-five (45) feet;
- c. Zoning code requirements shall apply to property more than 750 feet from all property with any Residential Future Land Use designation. (BLDG PERMIT: BLDG - Zoning)

#### PROPERTY & REAL ESTATE MANAGEMENT

1. The developer shall donate 1.5 acres of the "public facilities" site to Palm Beach County Fire Rescue. (ONGOING: PREM-Prem) (Previous Condition 24 (Public Facilities Donation) of Resolution R-1997-160, Petition 1981-190)
2. The heretofore uncommitted balance of the "public facilities site" (3.5 acres) shall be dedicated, without cost to Palm Beach County at the time of filing of the first contiguous plat. (PLAT:MONITORING-Prem) (Previous Condition 25 (Public Facilities Site Dedication) of Resolution R-1997-160, Petition 1981-190)

#### ZONING - SFWMD

1. Subsequent to any South Florida Water Management District review of requests for construction approval of major components of the Master Drainage Plan, each site within a basin shall be subject to further review through the District's regulatory program in order to identify tenants and potential water quality problems and to prescribe appropriate measures to address such potential problems. This review shall be coordinated with County site plan reviews conducted pursuant to the Planned Industrial Park Ordinance. (DRO:ZONING-SFWMD) (Previous Condition 6 (SFWMD Site Review) of Resolution R-1997-160, Petition 1981-190)
2. The developer shall mitigate any adverse impact on legal uses caused by water withdrawals as defined by SFWMD Water Use Permitting Rules. (ONGOING: SFWMD-SFWMD) (Previous Condition 13 (Water Withdrawals) of Resolution R-1997-160, Petition 1981-190)

#### ZONING – USE LIMITATIONS

1. Development activity shall be restricted within the Limited Development Zone as outlined to the Caloosa Homeowners Association on October 12, 1981 and as submitted to the Zoning Department by cover letter dated October 16, 1981. (R-82-468, Condition #23) (ONGOING:ZONING-Zoning) (Previous Condition 4 (Development Activity Restrictions) of Resolution 1997-160, Petition 1981-190)
2. Condition 5 (Additional Uses) of Resolution 1997-160, Petition 1981-190 which currently states:

In addition to the list of permitted uses allowed in the PIPD District, the developer is hereby permitted the following additional uses pursuant to Section 617.G.5:

Commercial Uses:

AUCTION, enclosed  
BAKERIES, limited preparation  
FLORIST  
FOOD STORE  
AUTOMOBILE RENTAL  
RESTAURANT AND LOUNGE

Light Industrial Uses:

APPLIANCE, manufacturing  
AUTO SERVICE STATION (with or without mechanical repairs)  
BEVERAGE, manufacturing  
BULK STORAGE OF GAS AND OIL  
HELIPORTS (See Section 500.17)  
WELDING SHOP

General Industrial Uses:

ASPHALT/CONCRETE MIXING AND PRODUCT, manufacturing and  
warehousing  
BULK STORAGE  
ENGINE TESTING  
EXTERMINATOR, manufacturing and warehouse  
RESTAURANT/CAFETERIA, accessory to an industrial use  
WAREHOUSE

The following uses are specifically prohibited from locating within the PIPD:

STEEL MILLS  
PAPER MILLS  
FERTILIZER MANUFACTURING  
RADIOACTIVE MATERIALS, manufacturing and storage of

In addition, a minimum of two thousand feet (2000') setback shall be required from any residential development for the following uses:

BREWERY  
ASPHALT/CONCRETE MIXING AND PRODUCTS, manufacturing and  
storage  
CHEMICAL MANUFACTURING  
BULK STORAGE OF GAS AND OIL (R-82-468, Condition #24) (DRC:  
ZONING)

Is hereby amended to read:

In addition to the list of permitted uses allowed in the PIPD District, the following additional uses:

a. Commercial Uses:

- i. auction, enclosed;
- ii. bakeries, limited preparation;
- iii. florist;
- iv. food store;
- v. automobile rental; and,
- vi. restaurant and lounge.

b. Light Industrial Uses:

- i. appliance, manufacturing;
- ii. auto service station (with or without mechanical repairs);

- iii. beverage, manufacturing;
- iv. bulk storage of gas and oil;
- v. heliports; and,
- vi. welding shop.

c. General Industrial Uses:

- i. asphalt/concrete mixing and product, manufacturing and warehousing
- ii. bulk storage;
- iii. engine testing;
- iv. exterminator manufacturing and warehousing;and,
- v. restaurant/cafeteria, accessory to an industrial use warehouse.

The following uses shall not be permitted within the PIPD:

- i. steel mills;
- ii. paper mills; and,
- iii. fertilizer manufacturing; and,
- iv. pesticide manufacturing.

In addition, a minimum of two thousand feet (2000') setback shall be required from any residential development for the following uses:

- i. brewery;
- ii. asphalt/concrete mixing and products, manufacturing and storage;
- iii. chemical manufacturing; and,
- iv. bulk storage of gas and oil. (ONGOING:ZONING-Zoning)

3. No nuclear reactor shall be allowed on any site within the Florida Research Park PIPD. (ONGOING: CODE ENF – Zoning)
4. The property owner shall not allow any operation on the site that requires the following categories of specific licenses of radioactive materials outlined in Chapter 64E-5.204(2)(e)4, Florida Administrative Code, titled Waste Disposal or Processing:
  - a. Commercial waste disposal or treatment facilities, including, burial or incineration;
  - b. All other commercial facilities involving compaction, repackaging, storage, or transfer; and
  - c. Commercial treatment of radioactive materials for release to unrestricted areas. (ONGOING: CODE ENF – Zoning)
5. Any additional uses (i.e. Hospital or Medical Center and College or University) approved in the Development Order for the DRI that are not already permitted approved uses in the PIPD shall be subject to the approval by the Board of County Commissioners pursuant to the ULDC requirements. (ONGOING:ZONING-Zoning)

COMPLIANCE

1. In granting this approval, the Board of County Commissioners relied upon the oral and written representations of the petitioner both on the record and as part of the application process. Deviations from or violation of these representations shall cause the approval to be presented to the Board of County Commissioners for review under the compliance condition of this approval. (ONGOING: MONITORING - Zoning)

2. Previous Condition 29 (Compliance) of Resolution 1997-160, Petition 1981-190, which currently states:

Failure to comply with any of the local conditions of approval for the subject property at any time may result in:

- a. The issuance of a stop work order; the issuance of a cease and desist order; the denial or revocation of a building permit; the denial or revocation of a Certificate of Occupancy; the denial of any other permit, license or approval to any developer, owner, lessee, or user of the subject property; the revocation of any other permit, license or approval from any developer, owner, lessee, or user of the subject property; and/or
- b. The revocation of the Official Map Amendment, Conditional Use, Requested Use, Development Order Amendment, and/or any other zoning approval; and/or
- c. A requirement of the development to conform with the standards of the ULDC at the time of the finding of non-compliance, or the addition or modification of conditions reasonably related to the failure to comply with existing conditions; and/or
- d. Referral to code enforcement; and/or
- e. Imposition of entitlement density or intensity.

Appeals of any departmental administrative actions hereunder may be taken to the Palm Beach County Board of Adjustment or as otherwise provided in the Unified Land Development Code (ULDC), as amended. Appeals of any revocation of an Official Zoning Map Amendment, Conditional Use, Requested Use, Development Order Amendment or other actions based on a Board of County Commission decision shall be by petition for writ of certiorari to the Fifteenth Judicial Circuit. (ONGOING: MONITORING-Zoning)

Is here by amended to read:

Failure to comply with any of the conditions of approval for the subject property at any time may result in:

- a. The issuance of a stop work order; the issuance of a cease and desist order; the denial or revocation of a building permit; the denial or revocation of a Certificate of Occupancy; the denial of any other permit, license or approval to any developer, owner, lessee, or user of the subject property; the revocation of any other permit, license or approval from any developer, owner, lessee, or user of the subject property; revocation of any concurrency; and/or
- b. The revocation of the Official Map Amendment, Conditional Use, Requested Use, Development Order Amendment, and/or any other zoning approval; and/or
- c. A requirement of the development to conform with the standards of the ULDC at the time of the finding of non-compliance, or the addition or modification of conditions reasonably related to the failure to comply with existing conditions; and/or
- d. Referral to code enforcement; and/or
- e. Imposition of entitlement density or intensity.

Staff may be directed by the Executive Director of PZ&B or a Code Enforcement Special Master to schedule a Status Report before the body which approved the Official Zoning Map Amendment, Conditional Use, Requested Use, Development Order Amendment, and/or other zoning approval, in accordance with the provisions of Article 2.E of the ULDC, in response to any flagrant violation and/or continued violation of any condition of approval.

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Appeals of any departmental administrative actions hereunder may be taken to the Palm Beach County Board of Adjustment or as otherwise provided in the Unified Land Development Code (ULDC), as amended. Appeals of any revocation of an Official Zoning Map Amendment, Conditional Use, Requested Use, Development Order Amendment or other actions based on a Board of County Commission decision shall be by petition for writ of certiorari to the Fifteenth Judicial Circuit. (ONGOING: MONITORING - Zoning)

Exhibit E  
 This table is part of ERM Condition 4  
 Table 1  
 Palm Beach Park of Commerce  
 ERM Rule-Based Analysis (12.5% Preservation Requirement)

PCN	Lot	Size	Owner	Status	Approx. Preserve Area (%)	Approx. Preserve Area (Acres)	Approx. Preserve Area (Acres)	Re-locateable Trees	Approx. Specimen Trees
00-41-41-17-02-007-0020	2G	4.91	PBPC	Vacant Industrial	85%	4.17	0.52	1:30	<10
00-41-41-17-02-007-0030	3G	8.96	PBITC	Vacant Industrial	85%	7.62	0.95	1:30	<10
00-41-41-17-02-007-0040	4G	5.35	GH15	Vacant Industrial	85%	4.55	0.57	1:30	<20
00-41-41-17-02-007-0050	5G	5	GH15	Vacant Industrial	85%	4.25	0.53	1:30	<20
00-41-41-17-02-007-0070	7G	5.14	GH15	Vacant Industrial	30%	1.54	0.19*	1:03	<5
00-41-41-17-02-007-0340	34G	6.86	PBITC	Vacant Industrial	85%	5.83	0.73	1:05	<10
00-41-41-17-02-007-0350	35G	5.62	PBITC	Vacant Industrial	55%	3.09	0.39*	1:20	<10
00-41-41-17-02-012-0020	2L	5.2	AE7	Vacant Industrial	80%	4.16	0.52	1:30	<10
00-41-41-17-02-012-0030	3L	4.98	AE7	Vacant Industrial	20%	1.0	0.12*	1:20	<10
00-41-41-17-02-012-0070	7L	5.51	AE7	Vacant Industrial	85%	4.68	0.59	1:10	<5
00-41-41-17-02-012-0080	8L	5.5	PBPI	Vacant Industrial	40%	2.20	0.28*	1:20	<5
00-41-41-17-02-012-0530	53L	7.63	AE7	Vacant Industrial	85%	7.34	0.82	1:30	<20
00-41-41-17-02-003-0070	7C	3.4	PBPC	Vacant Commercial	30%	1.02	0.13*	1:30	<5
00-41-41-17-02-003-0080	8C	2.02	GH15	Vacant Commercial	25%	0.51	0.06*	1:30	<5
00-41-41-17-02-003-0130	13C	4.71	PBPI	Vacant Commercial	85%	4.00	0.50	1:30	<20
00-41-41-17-02-003-0141	14C-1	1.01	GH15	Vacant Commercial	0%	0.00	0.00*	1:05	<2
00-41-41-17-02-003-0142	14C-2	3.98	GH15	Vacant Commercial	85%	3.38	0.42*	1:30	<5
00-41-41-17-02-001-0010	38C-3/J-3"	2.6	GH15	Vacant	80%	2.34	0.29*	1:30	<30
00-41-41-17-02-001-0010	Parcel 2/G-1/J-2"	20.31	PBPI	Vacant	10%	2.03	0.25*	1:20	<10
00-41-41-17-02-002-0010	Parcel 3/G-2"	40.99	PBPI	Vacant	10%	4.10	0.51	1:20	<10

00-41-41-17-02-002-0010	Parcel 4/G-3"	98.68	PBPI	Vacant	50%	59.21	7.40	1:30	<20
00-41-41-17-02-008-0000	Parcel 8/G-4"	19.15	PBPI	Vacant Commercial	5%	10.63	1.32	1:30	<15
00-41-41-17-00-000-3010	GENPAR Tract A-1/G-13"	5.99	PBPC	Vacant Industrial	5%	4.49	0.56	1:30	<5
00-41-41-17-01-001-0010	GENPAR Tract A-4/K-2"	18.56	PBPC	Vacant Industrial	10%	11.14	1.39	1:20	>20
00-41-41-17-01-001-0010	GENPAR Tract A-3/K-1/L"	14.03	PBPC	Vacant Industrial	10%	6.61	0.70	1:20	<15
00-41-41-17-00-000-3010	Section 17-west 1/2/G-8"	1.0	PBPI	gragsoil class-1	10%	0.30	0.04*	1:30	<20
00-41-41-17-00-000-3010	Section 17-west 1/2/G-9/Unknown-1"	22.05	PBPI	gragsoil class-1	70%	15.44	1.93	1:20	<20
00-41-41-17-00-000-3010	Section 17-west 1/2/G-10/Unknown-3"	1.16	PBPI	gragsoil class-1	0%	0.00	0.00*	1:10	<5
00-41-41-17-00-000-3010	Section 17-west 1/2/G-11/Unknown-2"	15.96	PBPI	gragsoil class-1	85%	13.57	1.70	1:30	<30
00-41-41-17-00-000-3010	Section 17-west 1/2/G-12 West/Unknown-3"	48.91	PBPI	gragsoil class-1	50%	24.46	3.06	1:30	<20
00-41-41-17-00-000-1030	Section 17-east 1/2/G-12 North/Unknown-4"	4.0	PBPI	gragsoil class-1	0%	0.00	0.00*	1:05	<1
00-41-41-17-00-000-1030	Section 17-east 1/2/G-12 East"	64.81	PBPI	gragsoil class-1	10%	4.48	0.81	1:30	<10
00-41-41-17-00-000-1030	Section 17 east 1/2/G-12 South Remnant"	1.5	PBPI	gragsoil class-1	0%	0.00	0.00*	1:30	<5
00-41-41-17-00-000-1030	Section 17-east 1/2/G-14/Unknown-5"	35.91	PBPI	gragsoil class-1	0%	0.00	0.00*	1:10	<5
00-41-41-18-00-000-1000	Section 18/H-1"	11.98	PBPI	Vacant Industrial	20%	2.40	0.30	1:30	<15
00-41-41-19-00-000-1000	Section 19/E-1"	34.81	ITC	Vacant Commercial	55%	19.15	2.39	1:30	<15
00-41-41-19-00-000-1000	Genpar-1/E-2"	12.57	ITC	Vacant Commercial	60%	7.54	0.94	1:30	<30
00-41-41-17-01-001-0010	Genpar-2/K-3"	10.95	PBPC	Vacant Industrial	55%	7.12	0.89	1:30	<30
	Totals	572.7				255.23	29.43		Plus/minus 503

\* Indicates parcels less than ERM-required 0.50-acre Preservation area, and not included in Approximate Preserve Requirement Total.

RESOLUTION NO. R-2005- 1419.1

RESOLUTION APPROVING ZONING APPLICATION DOA2005-148  
(CONTROL NUMBER 1981-190)  
DEVELOPMENT ORDER AMENDMENT  
APPLICATION OF INTERNATIONAL TRADE CENTER, LLC  
BY LEWIS, LONGMAN & WALKER, P.A., AGENT  
(FLORIDA RESEARCH PARK)  
(LOCAL GOVERNMENT - PBC)

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

WHEREAS, the notice and hearing requirements, as provided for in Article 2 of the Palm Beach County Unified Land Development Code, have been satisfied; and

WHEREAS, Zoning Application DOA2005-148 was presented to the Board of County Commissioners at a public hearing conducted on July 28, 2005; and

WHEREAS, the Board of County Commissioners has considered the evidence and testimony presented by the petitioner and other interested parties, and the recommendations of the various county review agencies; and

WHEREAS, this approval is subject to Article 2.E (Compliance with Time Limitations), of the Palm Beach County Unified Land Development Code and other provisions requiring that development commence in a timely manner; and

WHEREAS, the Board of County Commissioners has considered the findings in the staff report and the following findings of fact:

1. This Development Order Amendment is not a substantial deviation.
2. This Development Order Amendment is consistent with the Palm Beach County Comprehensive Plan.
3. This Development Order Amendment complies with the relevant and appropriate portions of Supplementary Use Standard of the Palm Beach County Unified Land Development Code.
4. This Development Order Amendment is consistent with the requirements of the Palm Beach County Unified Land Development Code and meets applicable local land development regulations.
5. This Development Order Amendment, with conditions as adopted, is compatible as defined in the Palm Beach County Unified Land Development Code and consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development.
6. This Development Order Amendment, with conditions as adopted, complies with the standards imposed on it by applicable provisions of the Palm Beach County Unified Land Development Code for use, layout, function, and general development characteristics.
7. This Development Order Amendment, with conditions as adopted, minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands.
8. This Development Order Amendment has a traffic concurrency exemption

record that assumes 6.5 million square feet and a buildout date to 2014. Any future application for development that exceeds 6.5 million square feet or extends the buildout date would require a Development Order Amendment to address the full impacts of square footage and extended timeframe for all concurrency providers.

9. This Development Order Amendment, with conditions as adopted, minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands and the natural functioning of the environment.

WHEREAS, Article 2.K.3.b of the Palm Beach County Unified 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 Zoning Application DOA2005-148, the petition of International Trade Center, LLC, by Lewis, Longman & Walker, P.A., agent, for a Development Order Amendment to modify/delete conditions of approval on a parcel of land legally described in EXHIBIT A, attached hereto and made a part hereof, and generally located as shown on a vicinity sketch attached as EXHIBIT B, attached hereto and made a part hereof, and Palm Beach Park of Commerce, ERM Rule-Based Analysis (12.5% Preservation Requirement) Table attached as Exhibit E, attached hereto and made a part hereof, was approved on July 28, 2005, subject to the conditions of approval described in EXHIBIT C, attached hereto and made a part hereof.

Commissioner Marcus moved for the approval of the Resolution.

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

Tony Masiolotti, Chair	¥ AYE
Addie L. Greene, Vice Chairperson	¥ AYE
Karen T. Marcus	¥ AYE
Jeff Koons	¥ ABSENT
Warren H. Newell	¥ AYE
Mary McCarty	¥ ABSENT
Burt Aaronson	¥ ABSENT

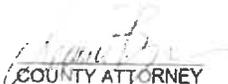
The Chair thereupon declared that the resolution was duly passed and adopted on July 28, 2005.

Filed with the Clerk of the Board of County Commissioners on 17TH day of AUGUST, 2005.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

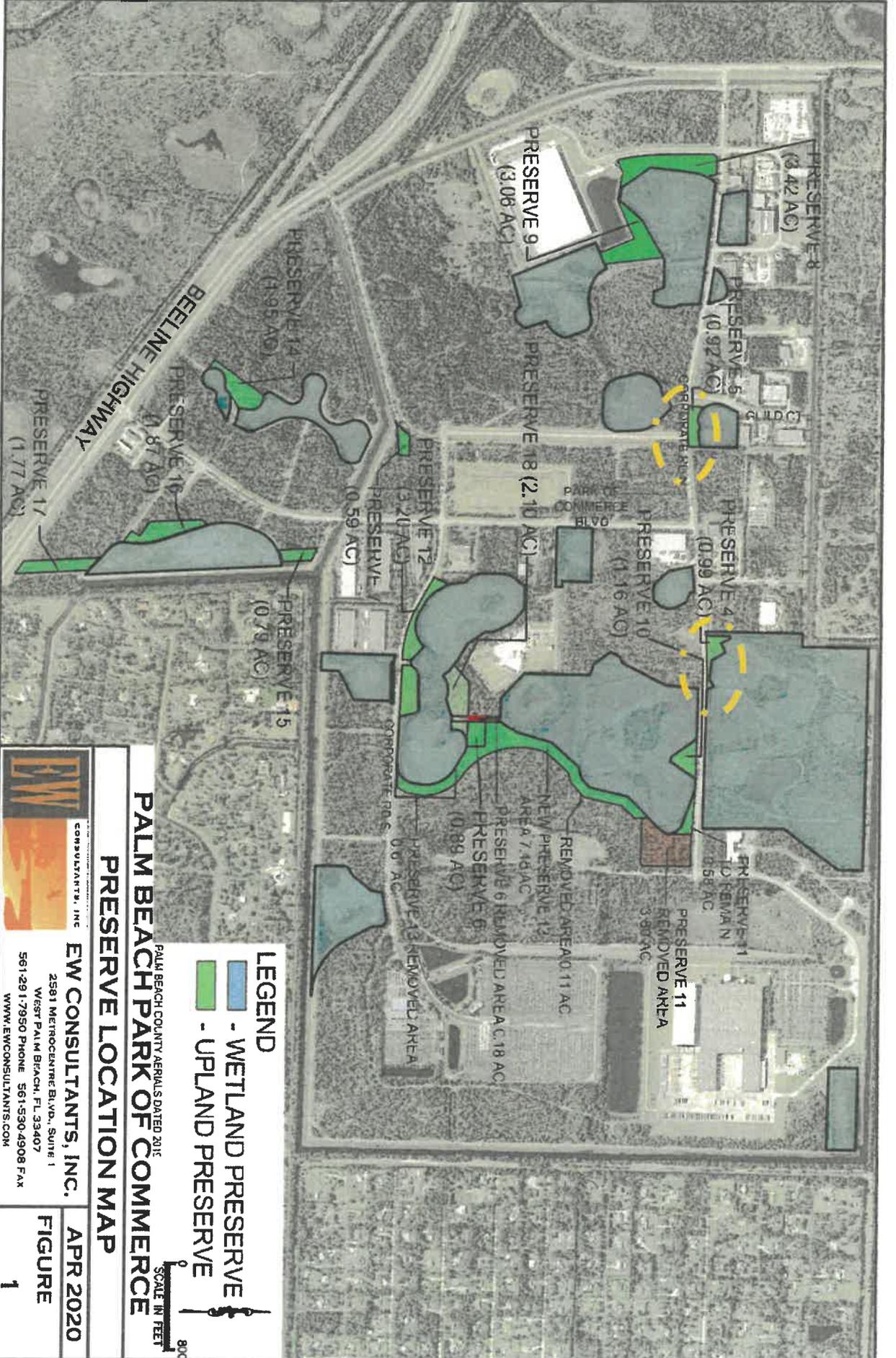
PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

SHARON R. BOCK,  
CLERK & COMPTROLLER

BY:   
COUNTY ATTORNEY

BY:   
DEPUTY CLERK





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**BOARD OF COUNTY COMMISSIONERS  
ZONING HEARING**

**THURSDAY, JUNE 24, 2021**

**9:30 A.M.**

**BCC Chambers 6th Floor, Jane Thompson Memorial Chambers  
301 N Olive Ave, West Palm Beach, 33401**

**CALL TO ORDER**

- A. Roll Call
- B. Opening Prayer and Pledge of Allegiance
- C. Notice
- D. Proof of Publication
- E. Swearing In
- F. Amendments to the Agenda
- G. Motion to Adopt the Agenda

**POSTPONEMENTS/REMANDS/WITHDRAWALS AGENDA**

**CONSENT AGENDA**

**REGULAR AGENDA**

**OTHER DEPARTMENT ITEMS**

**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**

**JUNE 24, 2021**

**CALL TO ORDER**

- A. Roll Call - 9:30 A.M.
- B. Opening Prayer and Pledge of Allegiance
- C. Notice:

Zoning hearings are quasi-judicial in nature and must be conducted to afford all parties due process. The Board of County Commissioners has adopted Procedures for conduct of Quasi-Judicial Hearings to govern the conduct of such proceedings. The Procedures include the following requirements:

Any communication with commissioners, which occurs outside the public hearing, must be fully disclosed at the hearing.

Applicants and persons attending the hearing may question commissioners regarding their disclosures. Such questions shall be limited solely to the disclosures made at the hearing or the written communications made a part of the record at the hearing.

Any person representing a group or organization must provide documentation that the person representing the group has the actual authority to do so regarding the matter before the Commission.

Any person who wishes to speak at the hearing will be sworn in and may be subject to cross-examination.

The Applicant and County staff may cross-examine witnesses. Any other persons attending the hearing may submit cross-examination questions, including follow up questions, to the Mayor, who will conduct the examination. The scope of cross-examination is limited to the facts alleged by the witness in relation to the application.

Public comment is encouraged and all relevant information should be presented to the commission in order that a fair and appropriate decision can be made.

- D. Proof of Publication - Motion to receive and file
- E. Swearing In - County Attorney
- F. Amendments to the Agenda
- G. Motion to Adopt the Agenda

**POSTPONEMENTS/REMANDS/WITHDRAWALS AGENDA**

**A. POSTPONEMENTS**

**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**

- 1. [DOA-2020-01546](#) Title: a Development Order Amendment application of Pinewood Palm Beach Retail LLC. by Insite Studio, Agent. Request: to modify the Site Plan; add square footage; and, modify Conditions of Approval.  
General Location: Southeast corner of Lantana Road and Jog Road. **(AutoZone Pinewood Square)** (Control 1986-00008)

Pages: 1 - 32

Conditions of Approval (8 - 14)

Project Manager: Brenya Martinez

Size: 28.39 acres ±

BCC District: 3

(affected area 0.62 acres ±)

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

Zoning Commission Recommendation: Recommended Approval of a Development Order Amendment by a vote of 9-0-0.

**MOTION:** To adopt a Resolution approving a Development Order Amendment to modify the Site Plan; add square footage; and, modify Conditions of Approval, 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. LARGE SCALE LAND USE AMENDMENTS AND ZONING APPLICATIONS

2. [LGA-2021-00011](#) Title: Harbor Chase, Large Scale Future Land Use Amendment application of Sgd Wellington Crossing Llc by Urban Design Studio, Agent. Request: To change the future land use designation from Institutional and Public Facilities with an underlying Medium Residential, 5 units per acre (INST/5) to Multiple Land Use with Commercial Low-Office and underlying 5 units per acre (MLU, CL-O/5).  
General Location: Northwest corner of Lake Worth Road and Blanchette Trail (**Harbor Chase at Wellington Crossing MLU**) (Control 2004-00009)

Pages: 33 - 76

Conditions of Approval N/A

Project Manager: Bryan Davis

BCC District: 6

Size: 17.80 acres ±

Staff Recommendation: Approval of the proposed future land use designation from Institutional and Public Facilities with an underlying Medium Residential, 5 units per acre (INST/5) to Multiple Land Use, with Commercial Low-Office and Medium Residential, 5 units per acre (MLU, CL-O/5).

Planning Commission Recommendation: PLC Recommendation: Approval with conditions, with a vote of 14 to 0 at the April 23, 2021 Hearing.

BCC Transmittal: Transmitted with conditions, with a 7 to 0 vote at the July 23, 2021 Hearing.

**MOTION:** To adopt an Ordinance for the Harbor Chase at Wellington MUPD amendment.

3. [ZV/PDD/DOA-2021-00111](#) Title: an Official Zoning Map Amendment application of SGD Wellington Crossing, LLC by Urban Design Studio, Agent. Request: to rezone from the Planned Unit Development (PUD) Zoning District to the Multiple Use Planned Development (MUPD) Zoning District.

Title: a Development Order Amendment of SGD Wellington Crossing, LLC by Urban Design Studio, Agent. Request: to modify the Site Plan; and, to add uses, access points, buildings and square footage.

General Location: Northwest corner of Lake Worth Road and Blanchette Trail. (**Harbor Chase of Wellington Crossing MUPD**) (Control 2004-00009)

Pages: 77 - 110

Conditions of Approval (84 - 89)

Project Manager: Ryan Vandenburg

Size: 17.80 acres ±

BCC District: 6

#### DISCLOSURE

Staff Recommendation: Staff recommends approval of the requests, subject to the Conditions of Approval as indicated in Exhibits C-2 through C-3.

Zoning Commission Recommendation: Approved adoption of a Resolution approving a Type 2 Variance by a vote of 8-0-1.

Zoning Commission Recommendation: Recommended Approval of an Official Zoning Map Amendment by a vote of 8-0-1.

Zoning Commission Recommendation: Recommended Approval of a Development Order Amendment by a vote of 8-0-1.

**MOTION:** To adopt a Resolution approving an Official Zoning Map Amendment to rezone from the Planned Unit Development (PUD) Zoning District to the Multiple Use Planned Development (MUPD) Zoning District, subject to the Conditions of Approval as indicated in Exhibit C-2.

**MOTION:** To adopt a Resolution approving a Development Order Amendment to modify the Site Plan; and, to add uses, access points, buildings and square footage, subject to the Conditions of Approval as indicated in Exhibit C-3.

**G. SMALL SCALE LAND USE AMENDMENTS AND ZONING APPLICATIONS**

4. [SCA-2021-00004](#) Title: Southport Grove, Small Scale Future Land Use Amendment application of Luca Land, LLC, Southport Financial Services, Inc. by Schmidt Nichols, Agent. Request: To change a future land use designation from Commercial High with an underlying 8 units per acre (CH/8) and High Residential, 12 units per acre (HR-12) to Urban Infill (UI).

General Location: East side of Military Trail approximately 700 feet north of Melaleuca Lane (**Southport Grove**) (Control 1971-10014)

Pages: 111 - 148

Conditions of Approval (117 - 117)

Project Manager: Bryan Davis

Size: 1.80 acres  $\pm$

BCC District: 3

Staff Recommendation: Approval of the proposed future land use amendment from Commercial High with an underlying Medium Residential, 8 units per acre (CH/8) on 0.85 acre and High Residential, 12 units per acre (HR-12) on 0.95 acre to Urban Infill (UI).

Planning Commission Recommendation: PLC Recommendation: Approval, with a vote of 13 to 0 at the April 9, 2021 Public Hearing.

**MOTION:** To adopt an Ordinance for the Southport Grove amendment.

5. [Z/W-2020-01272](#) Title: an Official Zoning Map Amendment application of Luca Land, LLC, Southport Financial Services, Inc. by Schmidt Nichols, Agent. Request: to allow a rezoning from the Neighborhood Commercial (CN) and Multifamily Residential (RM) Zoning Districts to the Urban Infill (UI) Zoning District.

Title: a Type 2 Waiver of Luca Land, LLC, Southport Financial Services, Inc. by Schmidt Nichols, Agent. Request: to eliminate Slip Street Frontage; allow the facade with the shortest length to be considered the front; to allow a parking structure on a Secondary Frontage without screening by habitable uses; allow the setback on the Secondary Frontage to exceed the maximum required; and, reduce the number of bicycle parking spaces.

General Location: Southeast corner of South Military Trail and Maine Street. **(Southport Grove)** (Control 1971-10014)

Pages: 149 - 216

Conditions of Approval (162 - 164)

Project Manager: Timothy Haynes

Size: 1.80 acres ±

BCC District: 3

#### DISCLOSURE

Staff Recommendation: Staff recommends approval of the requests, subject to the Conditions of Approval as indicated in Exhibit C-1 and C-2.

Zoning Commission Recommendation: Recommended Approval of an Official Zoning Map Amendment by a vote of 8-1-0.

Zoning Commission Recommendation: Recommended Approval of a Type 2 Waiver by a vote of 8-1-0.

**MOTION:** To adopt a Resolution approving an Official Zoning Map Amendment to allow a rezoning from the Neighborhood Commercial (CN) and Multifamily Residential (RM) Zoning Districts to the Urban Infill (UI) Zoning District, subject to a Conditional Overlay Zone and the Conditions of Approval as indicated in Exhibit C-1.

**MOTION:** To adopt a Resolution approving a Type 2 Waiver to eliminate Slip Street Frontage; allow the facade with the shortest length to be considered the front; to allow a parking structure on a Secondary Frontage without screening by habitable uses; allow the setback on the Secondary Frontage to exceed the maximum required; and, reduce the number of bicycle parking spaces, subject to the Conditions of Approval as indicated in Exhibit C-2.

## H. LARGE SCALE LAND USE PLAN AMENDMENT ADOPTION

**I. PREVIOUSLY POSTPONED ZONING APPLICATIONS**

6. [PDD/DOA-2020-00268](#) Title: an Official Zoning Map Amendment application of Tuscan Gardens Of Delray Beach Properties, LLC by WGINC, Agent. Request: to allow a rezoning from the Agricultural Residential (AR) Zoning District to the Planned Unit Development (PUD) Zoning District.

Title: a Development Order Amendment to a Planned Development District and a Requested Use of Tuscan Gardens Of Delray Beach Properties, LLC by WGINC, Agent. Request: to reconfigure the Master Plan and Site Plan; add land area; add residents/beds; and, modify Conditions of Approval.

General Location: West side of Sims Road, approximately 0.5 miles north of Atlantic Avenue. (**Tuscan Gardens of Delray Beach**) (Control 2005-00506)

Pages: 217 - 250

Conditions of Approval (225 - 232)

Project Manager: Travis Goodson

Size: 12.78 acres ±

BCC District: 5

**DISCLOSURE**

Staff Recommendation: Staff recommends approval of the requests, subject to the Conditions of Approval as indicated in Exhibits C-1 through C-3.

Zoning Commission Recommendation: Recommended Approval of an Official Zoning Map Amendment by a vote of 9-0-0.

Zoning Commission Recommendation: Recommended Approval of a Development Order Amendment to a Planned Development District and a Requested Use by a vote of 9-0-0.

**MOTION:** To adopt a Resolution approving an Official Zoning Map Amendment to allow a rezoning from the Agricultural Residential (AR) Zoning District to the Planned Unit Development (PUD) Zoning District, subject to the Condition of Approval as indicated in Exhibit C-1.

**MOTION:** To adopt a Resolution approving a Development Order Amendment to a Planned Development District to reconfigure the Master Plan; add land area; and, modify Conditions of Approval, subject to the Conditions of Approval as indicated in Exhibit C-2.

**MOTION:** To adopt a Resolution approving a Development Order Amendment to a Requested Use to reconfigure the Site Plan; add residents/beds; and, modify Conditions of Approval, subject to the Conditions of Approval as indicated in Exhibit C-3.

**J. ZONING APPLICATIONS - NEW****K. COMPREHENSIVE PLAN TEXT AMENDMENTS****L. ULDC AMENDMENTS**

7. [Title: REQUEST FOR PERMISSION TO ADVERTISE - UNIFIED LAND DEVELOPMENT CODE \(ULDC\) AMENDMENT ROUND 2021-01](#)

The proposed Ordinance will account for consistency with the Comprehensive Plan, correction of glitches and clarifications, as well as several specific amendments, as follows:

Ordinance Title

Exhibit A - Art. 1-5, Non-Residential

Exhibit B - Art. 1, 2, 7, and 14, Vegetation Preservation and Protection

Exhibit C - Art. 2, Administrative Development Order Appeals to Hearing Officers

Exhibit D - Art. 3, WCRAO Use Regulations, Property Development Regulations, and Supplementary Standards

Exhibit E - Art. 5, Dumpster Setbacks

Exhibit F - Art. 5, Release of Unity of Title Reference

Pages: 251 - 320

Project Manager: Jeffrey Gagnon

Staff Recommendation: Staff recommends a motion to approve the Request for Permission to Advertise for First Reading of the ULDC Amendment Round 2021-01 for July 22, 2021.

Land Development Regulation Advisory Board (LDRAB): On March 24, 2021, April 28, 2021, and May 26, 2021, the LDRAB recommended approval of the proposed amendments with multiple votes.

Land Development Regulation Commission (LDRC) Determination: On May 26, 2021, the LDRC found the proposed amendments to be consistent with the Plan with a vote of 15-0.

**MOTION:** To approve the Request for Permission to Advertise for First Reading of the ULDC Amendment Round 2021-01, for July 22, 2021: ARTICLE 1 - GENERAL PROVISIONS: CHAPTER H, DEFINITIONS AND ACRONYMS; ARTICLE 2 - APPLICATION PROCESSES AND PROCEDURES: CHAPTER A, GENERAL; CHAPTER G, DECISION MAKING BODIES; ARTICLE 3 - OVERLAYS AND ZONING DISTRICTS: CHAPTER A, GENERAL; CHAPTER B, OVERLAYS; CHAPTER E, PLANNED DEVELOPMENT DISTRICTS (PDDs); ARTICLE 4 - USE REGULATIONS: CHAPTER B, USE CLASSIFICATION; ARTICLE 5 - SUPPLEMENTARY STANDARDS: CHAPTER B, ACCESSORY USES AND STRUCTURES; CHAPTER E, PERFORMANCE STANDARDS; CHAPTER F, LEGAL DOCUMENTS; ARTICLE 7 - LANDSCAPING: CHAPTER E, EXISTING NATIVE VEGETATION, PROHIBITED, AND CONTROLLED PLANT SPECIES; ARTICLE 14 - ENVIRONMENTAL STANDARDS: CHAPTER C, VEGETATION PRESERVATION AND PROTECTION; PROVIDING FOR: INTERPRETATION OF CAPTIONS; REPEAL OF LAWS IN CONFLICT; SEVERABILITY; A SAVINGS CLAUSE; INCLUSION IN THE UNIFIED LAND DEVELOPMENT CODE; AND, AN EFFECTIVE DATE.

**M. OTHER ITEMS**

**END OF REGULAR AGENDA**

**OTHER DEPARTMENT ITEMS**

**A. PURCHASING CONTRACT**

**B. DEPARTMENT UPDATE**

**C. ENGINEERING ITEM**

**D. ENVIRONMENTAL RESOURCE MANAGEMENT**

8. [Title: A Conservation Easement and Release of Easements across property located within the Palm Beach Park of Commerce Planned Industrial Park, in favor of the County.](#)

A Conservation Easement and Release of Easements across property located within the Palm Beach Park of Commerce PIPD, to replace the original recorded Conservation Easement, as modified, in order to correct the legal description and sketch of the required preserve area and to release a portion of the easement erroneously placed on property designated as Parcel G-11 and G-12-B.

Pages: 321 - 322

Project Manager: Bonnie Finneran

Staff Recommendation: Staff recommends approval of the request.

**MOTION:** to approve a Conservation Easement and Release of Easements across property located within the Palm Beach Park of Commerce Planned Industrial Park (Park), in favor of Palm Beach County (County).

**COMMENTS**

**A. COUNTY ATTORNEY**

**B. ZONING DIRECTOR**

**C. PLANNING DIRECTOR**

9. [Title: Second Amendment to Master Declaration of Restrictive Covenants for Workforce Housing \(Fields at Gulfstream Polo PUD\)](#)

Pages: 323 - 342

Project Manager: Bryan Davis

Staff Recommendation: Staff recommends approval of the request.

**MOTION:** Motion to approve and authorize Mayor to execute the Second Amendment to the Master Declaration.

**D. EXECUTIVE DIRECTOR**

**E. ASSISTANT COUNTY ADMINISTRATOR**

**F. COMMISSIONERS**

**ADJOURNMENT**