

RESOLUTION NO. R- 84-1298

RESOLUTION APPROVING ZONING PETITION 84-71, Special Exception

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

WHEREAS, the notice and hearing requirements as provided for in Chapter 402.5 of the Palm Beach County Zoning Code Ordinance No. 73-2 have been satisfied; and

WHEREAS, Petition No. 84-71 was presented to the Board of County Commissioners of Palm Beach County at its public hearing conducted on the 28th of June 1984; and

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

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

1. The proposal is consistent with the requirements of the Zoning Code and the Comprehensive Plan.
2. Except for the Palo Verde PUD on the northern boundary of the site, the proposal represents a density and intensity of land use higher than the surrounding uses.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, assembled in regular session this the 28th of June 1984, the petition of POLO ASSOCIATES, **INC.**, A FLORIDA CORPORATION, By William R. Boose, III, Esquire, for the further SPECIAL EXCEPTION TO ALLOW A PLANNED UNIT DEVELOPMENT on the Northeast 1/4 and Southeast 1/4 of Section 35, less that part falling in the right-of-way of State Road No. 809 (Military Trail) and less the following strip of land:

Beginning at the Southwest corner of the Southeast 1/4 of said Section 35; thence North 01 degrees 05'06" West a distance of 2679.80 feet to the center of said Section 35; thence North 89 degrees 04'44" East along the North line of the Southeast 1/4 of said Section 35, a

distance of 77.50 feet; thence South 00 degrees 13'47" East a distance of 2680.00 feet to the South line of the Southeast 1/4 of said Section 35; thence South 89 degrees 06'02" West, along said South line a distance of 37.50 feet to the Point of Beginning. The East 1/2 of the Southeast 1/4 of the Southeast 1/4 and the East 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 27 and the South 1/2 of the East 1/4 of the West 1/2 of the Southwest 1/4 of Section 26, less the East 128.77 feet thereof, all lands lying in Township 46 South, Range 42 East. Together with:

The Northwest 1/4 of Section 35, Township 46 South, Range 42 East and the Northeast 1/4 of Section 34, Township 46 South, Range 42 East, less and excepting therefrom a 38.73 acre parcel being more particularly described as follows:

Commencing at the Northwest corner of Northeast 1/4 of said Section 34; thence South 01 degrees 03'59" East, along the West line of said Northeast 1/4, a distance of 1388.00 feet to the Point of Beginning. From the Point of Beginning; thence South 01 degrees 03'59" East, continuing along said West line of Northeast 1/4, a distance of 1287.91 feet to the center of said Section 34; thence North 89 degrees 23'45" East, along the South line of said Northeast 1/4 of Section 34, a distance of 1310.00 feet; thence North 01 degrees 03'59" West a distance of 1287.91 feet; thence South 89 degrees 43'25" West a distance of of 1310.00 feet to the Point of Beginning. Together with:

A parcel of land situate in the Southwest 1/4 of Section 26, Township 46 South, Range 42 East, containing 44.007 acres more or less, being more particularly described as follows:

The South 1943.83 feet of the West 1/4 of the Southwest 1/4 of said Section 26, and the South 1943.83 feet of the West 1/2 of the East 1/2 of the West 1/2 of the Southwest 1/4 of said Section 26, less the South 105.00 feet thereof. Said property located on the northwest corner of the intersection of Clintmoore Road and Military Trail (S.R.809), being bounded on the west by Proposed Jog Road was approved as advertised subject to the following conditions:

1. The developer shall relocate and/or preserve existing significant

vegetation wherever possible and shall incorporate said vegetation into the project design. Appropriate measures shall also be taken to protect any individual trees and/or preservation areas during site clearing and construction.

2. This development shall retain onsite the first one inch of the stormwater runoff per Palm Beach County Subdivision and Platting Ordinance 73-4, as amended.

3. The property owner shall convey for the ultimate right of way of:
- A. Military Trail, 60 ft. from centerline.
  - B. Jog Road, 60 ft. from centerline. (This shall also include the "outparcels", as identified on the applicant's survey.)
  - C. Clint Moore Road 80 feet north of the existing south right-of-way line for the ultimate right-of-way for Clint Moore Road.

All of the above shall be conveyed within ninety (90) days of **Special Exception** approval. All conveyances must be accepted by Palm Beach County prior to the issuance of the first **building** permit.

4. The petitioner shall modify the existing construction plans for Military Trail as a four-lane, median-divided section, from a point 200 feet south of New Clint Moore Road north to the north right-of-way line of the L.W.D.D. L-38 Canal, including the appropriate tapers per the County Engineer's approval. These plans shall be completed within two (2) months of Special Exception approval or prior to the issuance of fifty (50) building permits, whichever shall first occur.

5. The developer shall participate in Palm Beach County road construction Program for Military Trail from New Clint Moore Road to Linton Boulevard during the Fiscal Year 1983-84. The developer shall fund the cost of the construction of Military Trail as a four-lane median divided section from a point 200 feet south of New Clint Moore Road north to the North right-of-way line at the LWDD L-38 Canal plus the appropriate papers per the County Engineers approval. A letter of credit for this construction based upon a certified cost estimate from the developer's engineer shall be posted within 2 months of Special Exception approval or prior to the issuance of 500 building permits, whichever shall first occur. The amount of \$160,000.00 for the partial construction of the four-lane bridge **over** the LWDD L-38 Canal which was funded from Petition 80-73(A) shall be subtracted from the developer's cost estimate. This letter of credit may be called upon at the time of the awarding of the contract for the construction of Military Trail from New Clint Moore Road to Linton Boulevard.

6. The Petitioner shall design and construct Jog Road as a two-lane undivided section from Old Clint Moore Road north to the North right-of-way line of L-38 Canal, per the County Engineers Approval. This design and construction shall be completed and accepted within 36 months of special exception approval or when required for paved continuity for Jog Road per the County Engineer's approval, whichever shall first occur. This bridge design shall be for a two-lane section (ultimate six-lane). If additional developers receive approval within the area which requires Jog Road, then this developer shall only be responsible for a pro-rata share of this construction.

7. The Petitioner shall construct Jog Road as a two-lane undivided section from Old Clint Moore Road north to the project's entrance road, per the County Engineer's approval. This construction shall be completed and accepted within 48 months of Special Exception approval or prior to the issuance of 1,000 building permits, whichever shall occur first.

8. This Petitioner shall post surety in the form of a Clean

Irrevocable Letter of Credit within six (6) months of Special Exception approval. The amount of the Letter of Credit shall be based upon a Certified Cost Estimate by the developer's engineer for the required plans and construction for both Jog Road and Military Trail, as outlined in the above conditions.

9. The developer shall construct concurrent with reconstruction of Military Trail and the project's north entrance:

- A. Left turn lane, south approach;
- B. Right turn lane, north approach; and
- C. Signalization when warranted, as determined by the County Engineer.

10. The developer shall construct concurrent with the reconstruction of Military Trail and the project's south entrance.

- A. Dual left turn lane, south approach;
- B. Right turn lane, north approach; and
- C. Signalization when warranted, as determined by the County Engineer.

11. The developer shall construct concurrent with the reconstruction of Military Trail and Old Clint Moore Road:

- A. Right turn lane, north approach;
- B. Left turn lane, south approach; and
- C. Left turn lane, west approach.

12. The developer shall construct concurrent with the reconstruction of Military Trail and New Clint Moore Road:

- A. Left turn lane, north approach; and
- B. Right turn lane, south approach.

13. The developer shall construct concurrent with the construction of Jog Road at the intersection of Old Clint Moore Road:

- A. Left turn lane, north approach;
- B. Left turn lane, west approach; and
- C. Signalization when warranted, as determined by the County Engineer.
- D. Left turn lane east approach.

14. Developer shall accept the runoff of the adjacent roads Jog Road, Military Trail, and Clint Moore Road through this project's internal lake system. Any review shall be subject to all governmental agency requirements.

15. The reconstruction of Military Trail as outlined in Condition #4 and 5 shall be credited toward the Fair Share Impact Fee of \$531,063 based upon a certified cost estimate by the developers engineer, however prior to the letting of the contract for the four-laning of Military Trail, surety must be posted with the County in an amount equivalent to \$200.00 per Multi-family dwelling unit and \$300.00 per single family unit constructed prior to the issuance of a building permit, which shall be returned to the developer upon the letting of the road construction contract.

16. The internal roadway for Jog Road to Military Trail shall be a minimum of an 80' collector road right-of-way.

17. Reasonable precautions shall be exercised during site development to insure that unconfined particulates (dust particles) from this property do not become a nuisance to neighboring properties.

18. Reasonable measures shall be employed during site development to insure that no pollutants from this property shall enter adjacent or nearby surface waters.

19. The petitioner has voluntarily agreed to provide \$250.00 per dwelling unit, total PUD dwelling unit count of 2,200 units, for a total of \$550,000.00, in the form of a clean irrevocable letter of

credit in favor of the School Board of Palm Beach County, for school site acquisition and/or site related improvements. This letter of credit shall be provided in a form acceptable to the School Board within 90 days of the date of adoption of the rezoning and PUD special exception resolution for the subject project.

20. The petitioner agrees to maintain water levels in lakes located east of the Lake Worth LWDD E-3 so as not to adversely effect water levels in lakes located within the Le Lac Planned Unit Development.

21. The petitioner agrees to retain the row of pine trees located in the LWDD L-39 right-of-way on the north side of the existing canal and to plant Australian Pines in any gaps in said row of pine trees for purposes of providing a continuous pine tree visual buffer between the improvements constructed within the Polo Club PUD and the Le Lac PUD.

22. The petitioner agrees to maintain a one hundred twenty-five (125) foot separation from the northern property line of the Le Lac Planned Unit Development for housing units to be located in Parcel K as depicted on the master land use plan for the Polo Club Planned Unit Development. This one hundred twenty-five (125) foot open area shall consist of a fifty (50) foot right-of-way easement in favor of the Lake Worth Drainage District, a twenty (20) foot non-exclusive easement to Lake Worth Drainage District to be used for bridle trail purposes, a twenty (20) foot golf cart easement and a thirty five (35) foot building setback.

23. The petitioner agrees to maintain a separation from the eastern property line of the Le Lac PUD for housing units to be located in Parcel E as depicted on the master land use plan for the Polo Club PUD as follows:

- a. Twenty (20) foot non-exclusive easement for the Lake Worth Drainage District adjacent to the eastern boundary of the LWDD E-3 Canal right-of-way; and, a
- b. Fifty (50) foot to two hundred fifty (250) foot golf course area; and, a
- c. Twenty-five (25) foot building set-back from the golf course area.

24. The petitioner agrees to install and maintain a four (4) to five (5) foot landscaped earth berm within the thirty-five (35) foot building set back to further screen residential units within Parcel K from residences to be located Le Lac Planned Unit Development.

25. The petitioner further agrees to locate only one (1) story dwelling units in the southern tier of Parcel K and to further limit all dwelling units within Parcel K to a maximum of two (2) stories in height.

26. The golf easement located adjacent to the twenty (20) foot non-exclusive easement to the LWDD for use as a bridle trail will be used only for golf cart and pedestrian golf purposes and will not be a golf course maintenance road for golf course maintenance vehicles.

27. The petitioner agrees to provide heavy duty silencers to all drainage pumps to be operated within the Polo Club PUD.

28. The petitioner agrees to not commence land development activities involving heavy equipment prior to 7:00 a.m.

29. The petitioner agrees to cooperate with Le Lac Planned Unit Development in continuing the maintenance of the LWDD L-39 Canal from the south side of said canal and further agrees to not participate in any tree removal program related to pine trees located within the LWDD L-39 right-of-way on the north side of said canal.

30. The petitioner has agreed to limit the height of the golf course country club to forty-five (45) feet (two (2) stories with berming) the height of all commercial buildings within the village commercial area to two (2) stories and the height of all dwelling units adjacent to abutting properties to a maximum of two (2) stories.

Commissioner Koehler, moved for approval of the petition. The motion was seconded by Commissioner Bailey, and upon being put to a vote, the vote was as follows:

Ken Spillias, Chairman	--	ABSENT
Dorothy Wilkens, Vice Chairman	--	DAY
Peggy Evatt, Member	--	AYE
Dennis P. Koehler, Member	--	AYE
Bill Bailey, Member	--	AYE

The foregoing resolution was declared duly passed and adopted this 11<sup>th</sup> day of September, 1984 confirming action of the 28th of June 1984.

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

JOHN B. DUNKLE, CLERK

BY: Charlene Harris  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
County Attorney