



**TOWN OF LOXAHATCHEE GROVES**

**TOWN COUNCIL MEETING**

**AGENDA**

**Tuesday, February 17, 2015**

*Mayor David Browning (Seat 4)*

*Vice Mayor Ronald D. Jarriel (Seat 1)*

*Councilman Tom Goltzené (Seat 5)*

*Councilman Ryan Liang (Seat 3)*

*Councilman Jim Rockett (Seat 2)*



## Town of Loxahatchee Groves Town Council Meeting

Tuesday, February 17, 2015 - 7:00 p.m. to 10:30 p.m.

*(Times established by Resolution No. 2014-08... commencing at 7:00 p.m., and ending no later than 10:30 p.m., which can be extended by motion of the Council.)*

Loxahatchee Groves Water Control District, 101 West "D" Road

Mayor David Browning (Seat 4)  
Vice-Mayor Ronald D. Jarriel (Seat 1)  
Councilman Tom Goltzené (Seat 5)  
Councilman Ryan Liang (Seat 3)  
Councilman Jim Rockett (Seat 2)

Town Manager William F. Underwood, II  
Town Clerk Janet K. Whipple  
Town Planning Consultant Jim Fleishmann  
Town Attorney Michael D. Cirullo, Jr.

### PUBLIC NOTICE/AGENDA

Tentative  
Subject to Revision

#### 1. OPENING

- a. Call to Order & Roll Call
- b. Pledge of Allegiance & Invocation – Mayor Browning
- c. Approval of Agenda

#### 2. CONSENT AGENDA

- a. Minutes:
  - 12/02/2014 - Regular Town Council Meeting
  - 12/16/2014 – Regular Town Council Meeting

#### 3. PUBLIC COMMENTS

#### 4. PRESENTATIONS – NONE

5. **COMMITTEE REPORTS** - NONE

(Clerk note: For this meeting, the reading of ordinances will come before resolutions in order to keep proper protocol.)

6. **ORDINANCES**

a. **ORDINANCE NO. 2013-09: QUASI JUDICIAL PUBLIC HEARING SECOND AND FINAL READING:** (*Loxahatchee Groves Commons - Continued From 01/20/2015 Town Council Meeting.*)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE REZONING OF LAND CONSISTING OF APPROXIMATELY 21.73 ACRES, MORE OR LESS, LOCATED AT THE NORTHWEST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD, LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED AND AS DESIGNATED ON THE MAP ATTACHED AS EXHIBIT "A" TO THIS ORDINANCE, FROM LOXAHATCHEE GROVES ZONING DESIGNATION AGRICULTURAL RESIDENTIAL (AR) TO THE LOXAHATCHEE GROVES ZONING DESIGNATION COMMERCIAL LOW PLANNED UNIT DEVELOPMENT (CL/PUD); PROVIDING FOR THE APPROPRIATE REVISIONS OF THE ZONING DISTRICT MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

b. **ORDINANCE NO. 2013-10: QUASI JUDICIAL PUBLIC HEARING SECOND AND FINAL READING:** (*Loxahatchee Groves Town Center - Continued From 01/20/2015 Town Council Meeting*)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE REZONING OF LAND CONSISTING OF APPROXIMATELY 90.33 ACRES, MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD, LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED AND AS DESIGNATED ON THE MAP ATTACHED AS EXHIBIT "A" TO THIS ORDINANCE, FROM LOXAHATCHEE GROVES ZONING DESIGNATION AGRICULTURAL RESIDENTIAL (AR) TO THE LOXAHATCHEE GROVES ZONING DESIGNATION MULTIPLE LAND USE PLANNED UNIT DEVELOPMENT (MLU/PUD); PROVIDING FOR THE APPROPRIATE REVISIONS OF THE ZONING DISTRICT MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

7. **RESOLUTIONS**

- a. **RESOLUTION NO. 2015-05 QUASI JUDICIAL/PUBLIC HEARING:** *(Loxahatchee Groves Commons Site Plan – Continued from 01/20/2015 Town Council Meeting)*

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE LOXAHATCHEE GROVES COMMONS SITE PLAN, FOR LAND OWNED BY ERNEST G. SIMON, AS TRUSTEE OF TRUSTS “A” AND “B” U/W/O ALEXANDER ABRAHAM SIMON, CONSISTING OF 21.73 ACRES MORE OR LESS, LOCATED AT THE NORTHWEST CORNER OF SOUTHERN BOULEVARD AND “B” ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

- b. **RESOLUTION NO. 2015-09: QUASI JUDICIAL/PUBLIC HEARING:** *(Big Dog Ranch Special Exception & Site Plan Approval)*

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE BIG DOG RANCH SPECIAL EXCEPTION AND SITE PLAN, FOR LAND OWNED BY TLH 25 VILLA, LLC CONSISTING OF 33.16 ACRES MORE OR LESS, LOCATED AT THE SOUTHEAST CORNER OF OKEECHOBEE BOULEVARD AND “D” ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

- c. **RESOLUTION NO. 2015-08:** *(B Road Agreement)*

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE B ROAD IMPROVEMENT AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES, LOXAHATCHEE EQUESTRIAN PARTNERS AND SOLAR SPORTSYSTEMS, INC., ATLANTIC LAND INVESTMENTS, LLC, AND PALM BEACH STATE COLLEGE, RELATING TO IMPROVEMENTS TO B ROAD FROM SOUTHERN BOULEVARD TO OKEECHOBEE BOULEVARD; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

- d. **RESOLUTION NO. 2015-11:** *(Purchase of Chamber of Commerce Land from Palm Beach County for \$20,000, plus closing costs.)*

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF REAL PROPERTY FROM PALM BEACH COUNTY, AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00), SUBJECT TO COMPLETION BY THE TOWN OF CERTAIN DUE DILIGENCE, AND TO DEED RESTRICTIONS ON THE USE OF THE PROPERTY, FUTURE SALE, AND RESERVATION OF CERTAIN MINERAL RIGHTS BY THE COUNTY; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO CLOSE THE TRANSACTION; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

- e. **RESOLUTION NO. 2015-12** *(Purchase of Palms West Chamber of Commerce Building for \$460,000, plus closing costs.)*

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE AGREEMENT FOR PURCHASE AND SALE OF OFFICE BUILDING BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND THE PALMS WEST CHAMBER OF COMMERCE; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO CLOSE THE TRANSACTION; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

8. **MANAGER'S REPORT** – *Town Manager Underwood*

- a. **Agenda Item Report (AIR)** - Updates on various activities and issues concerning the Town.
- b. Palm Beach County Sheriff's Office (PBSO), District 15, Monthly Report for January 2015.
- c. Palm Beach County Fire Rescue Report January 2015.
- d. New Business Item: Discussion of RV's/ Trailers – The Town is experiencing a significant influx of unauthorized living units throughout the Town.
- e. Old Business Item: Discussion on the Okeechobee Boulevard Corridor – The Town needs to approve a modified Comprehensive Plan, Land Use and Zoning for the Okeechobee Boulevard Corridor.

9. **COUNCIL REPORTS**

- a. Mayor Browning
- b. Vice-Mayor Jarriel
  - Discussion of Loxahatchee Groves Water Control Distric (LGWCD) Interlocal Agreement (ILA).
- c. Councilman Goltzené
- d. Councilman Liang
- e. Councilman Rockett

10. **CLOSING COMMENTS**

Public

Town Attorney

Town Council Members

**ADJOURNMENT**

*The next regular Town Council Meeting is tentatively scheduled for March 3, 2015.*

**Comment Cards:** Anyone from the public wishing to address the Town Council must complete a Comment Card before speaking. This must be filled out completely with your full name and address and given to the Town Clerk. During the meeting, before public comments, you may only address the item on the agenda in which is being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.



**Item 2.b.**

**Consent Agenda**

**Minutes**

**December 2, 2014 - Regular Town Council Meeting**

**December 16, 2014 – Regular Town Council Meeting**



## Town of Loxahatchee Groves Town Council Meeting

Tuesday, December 2, 2014 - 7:00 p.m. to 10:30 p.m.

*(Times established by Resolution No. 2014-08... commencing at 7:00 p.m., and ending no later than 10:30 p.m., which can be extended by motion of the Council.)*

Loxahatchee Groves Water Control District, 101 West "D" Road

Mayor David Browning (Seat 4)  
Vice-Mayor Ronald D. Jarriel (Seat 1)  
Councilman Tom Goltzené (Seat 5)  
Councilman Ryan Liang (Seat 3)  
Councilman Jim Rockett (Seat 2)

Town Manager William F. Underwood, II  
Town Clerk Janet K. Whipple  
Town Attorney Michael D. Cirullo, Jr.

### MINUTES

#### 1. OPENING

- a. Call to Order & Roll Call

Mayor Browning called the meeting to order at 7:00 p.m. Present were Mayor David Browning, Vice-Mayor Ron Jarriel, Councilmen Tom Goltzené, Ryan Liang, and Jim Rockett. Also present were Town Manager Bill Underwood, Town Attorney Mike Cirullo, and Town Clerk Janet K. Whipple.

- b. Pledge of Allegiance & Invocation – Mayor Browning  
c. Approval of Agenda

Councilman Goltzene requested he would like to add under New Business a discussion of the concept for a different method of staggering the terms of office for Town Council.

**Motion: Councilman Liang made a motion to approve the amendment to the Agenda. Councilman Goltzené seconded the motion. Upon vote, the motion passed 5/0.**

**Motion: Councilman Liang made a motion to approve the Agenda, as amended. Councilman Goltzene seconded the motion. Upon vote, the motion passed 5/0.**

2. CONSENT AGENDA

- a. Invoice from Goren, Cherof, Doody & Ezrol, P.A.

**Motion:** Councilman Rockett made a motion to approve the Consent Agenda, as presented. Councilman Liang seconded the motion. Upon vote, the motion passed 5/0.

3. PUBLIC COMMENTS

Jonathan Halpert, 15242 Scotts Place, expressed to Council that he needed their permission to do business in Town but does not have a homestead exemption.

Mayor Browning relayed that Mr. Halpert would need to speak with Town Staff.

4. PRESENTATIONS - NONE

5. COMMITTEE REPORTS

- a. Virginia Standish, Chair for the Finance Advisory & Audit Committee (FAAC), to provide the Financial Reports from July thru September, Fiscal Year 2014, and October, Fiscal Year 2015.

Virginia Standish presented the Financial Report and noted that during the FAAC meeting on Monday November 24, 2014 met and approved the Financials even though there were small adjustments that did not affect the bottom line. She suggested *Loxahatchee Groves* needs to be written on every ticket written in Town in order for the Town to receive the revenue

**Motion:** Councilman Rockett made a motion to accept the Financial Reports from July thru September, Fiscal Year 2014, and October, Fiscal Year 2015. Councilman Liang seconded the motion. Upon vote, the motion passed 5/0.

6. RESOLUTIONS

- a. RESOLUTION NO. 2014-21: *(March 10, 2015, Municipal Election and Agreement with Palm Beach County Supervisor of Elections.)*

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE DATE, TIME AND PLACE TO QUALIFY AND FILE FOR THE OFFICE OF TOWN COUNCIL MEMBER FOR SEATS ONE (1) AND THREE (3) PRIOR TO THE MUNICIPAL GENERAL ELECTION TO BE HELD ON TUESDAY, MARCH 10, 2015, PURSUANT TO THE TOWN CHARTER AND CHAPTERS 97 - 106, FLORIDA STATUTES; THE ELECTION FILING PERIOD OPENS PROMPTLY AT 12:00 NOON ON JANUARY 27, 2015 AND CLOSES PROMPTLY AT 12:00 NOON ON FEBRUARY 3, 2015; SETTING FILING FEES; AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION BOARDS FOR ELECTION PRECINCT 6094; AUTHORIZING THE SUPERVISOR OF ELECTIONS

TO CONDUCT THE TOWN ELECTION AND APPROVING THE AGREEMENT BETWEEN THE TOWN AND THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR ELECTION SERVICES; AUTHORIZING THE TOWN CLERK OR DESIGNEE TO HANDLE CERTAIN ELECTION MATTERS; OPTING OUT OF EARLY VOTING; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Town Manager Underwood provided the reason for the Resolution, and Town Attorney Cirullo provided more information and read the title of Resolution No. 2014-21.

**Vice-Mayor Jarriel made a motion to approve Resolution No. 2014-21. Councilman Liang seconded the motion. No discussion. Upon vote, the motion passed 5/0.**

## **7. ORDINANCES**

- a. **ORDINANCE NO. 2014-08: PUBLIC HEARING/FIRST READING** (*Okeechobee Boulevard*)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE TOWN OF LOXAHATCHEE GROVES COMPREHENSIVE PLAN PURSUANT TO STATE STATUTE; TO ADD OBJECTIVE 1.17 IMPLEMENTING SECTOR PLANNING PRINCIPLES ALONG OKEECHOBEE BOULEVARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Underwood explained that after the Planning and Zoning Board met and discussed the Okeechobee Boulevard Comprehensive Plan the decision was to request to table the Ordinance as a work in progress, and declare a moratorium so further review of the corridor can be done.

Council discussed the aspects of the ordinance and the various possibilities concerning businesses along Okeechobee Boulevard.

Town Attorney Cirullo explained that after first reading the ordinance will go to the State of Florida Department of Economic Opportunity (DEO) then the Town will have six (6) months for review of the Okeechobee Boulevard corridor.

Town Manager Underwood noted if Council tables the ordinance it will strengthen the Council's position to do a zoning in progress and adopt the moratorium.

Grace Joyce, Member of the Planning and Zoning Board (P&Z) /Local Planning Agency (LPA) explained the difference between a zoning in progress and a moratorium. A zoning in progress would allow people to come in and make application. A moratorium does not. She feels this ordinance is not quite ready to be passed, as there are many aspects to consider, so she recommends tabling the ordinance.

Town Attorney Cirullo stated a moratorium would be for a period of six (6) months and could be extended.

Council discussed the ordinance, Planning and Zoning Board recommendations, development rights, and the need for a moratorium.

Dennis Lipp, speaking as Chair of the Planning and Zoning/Local Planning Agency expressed his concerns, recommended a one (1) year moratorium, and requested Council provide the Board with Town Planning Consultant's PowerPoint Presentation for their review.

**Motion: Councilman Rockett made a motion to establish a moratorium on the process approval for future land use map amendments for commercial uses for six (6) months, along the Okeechobee Boulevard corridor. Councilman Liang seconded the motion. Upon vote, the motion passed 5/0.**

Mayor Browning requested a break 8:01 to 8:06 p.m.

b. **ORDINANCE NO 2014-09: PUBLIC HEARING/FIRST READING** (*Charter Change Debt/Borrowing*)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF LOXAHATCHEE GROVES, TO AMEND SECTION 6, ENTITLED "BUDGET AND APPROPRIATIONS," TO DELETE SUBSECTION (6) ENTITLED "REVENUE BONDS; LEASE-PURCHASE CONTRACTS," WHICH WOULD REMOVE THE REQUIREMENT THAT CERTAIN TYPES OF BORROWING THAT EXCEED A REPAYMENT TERM OF THIRTY SIX (36) MONTHS BE APPROVED BY REFERENDUM ELECTION; PROVIDING FOR BALLOT TITLE AND SUMMARY; PROVIDING FOR NOTICE TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES, AS A SPECIAL ELECTION WITH THE TOWN'S GENERAL MUNICIPAL ELECTION ON MARCH 10, 2015, AND PLACED ON THE ELECTION BALLOT FOR SAID ELECTION, AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING

FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CHARTER AND CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Underwood explained why this ordinance is needed and why it has to go to referendum.

**Motion: Councilman Goltzené made a motion to approve Ordinance No. 2014-09, on first reading. Vice-Mayor Jarriel seconded the motion.**

Town Attorney Cirullo read the title of Ordinance No. 2014-09.

Council discussed borrowing money at a reasonable rate, seeing improvements, possibly throwing away the Town's safety net, and money being used for government purposes only.

Members of the audience expressed their comments and concerns.

Council continued to discuss how the ordinance and the referendum would work.

Town Attorney Cirullo noted the borrowing issues could be amended once taken out of the Charter, and an ordinance could be presented to reflect the wishes of the Town Council.

**Upon roll call vote the motion passed 3/2, with Councilmen Rockett and Liang casting dissenting votes.**

**c. ORDINANCE NO.2014-10: PUBLIC HEARING/FIRST READING**

*(Charter Change – Road Improvements)*

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, SUBMITTING TO REFERENDUM A NON-BINDING STRAW BALLOT RELATING TO ROADWAY IMPROVEMENT POLICIES BY THE TOWN OF LOXAHATCHEE GROVES; PROVIDING FOR BALLOT TITLE AND SUMMARY; PROVIDING FOR NOTICE TO BE PUBLISHED IN ACCORDANCE WITH STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES, AS A SPECIAL ELECTION WITH THE TOWN'S GENERAL MUNICIPAL ELECTION ON MARCH 10, 2015, AND PLACED ON THE ELECTION BALLOT FOR SAID ELECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Underwood explained the purpose of Ordinance No. 2014-10.

**Motion: Councilman Goltzené made a motion to approve Ordinance No. 2014-10, on first reading. Vice-Mayor Jarriel seconded the motion. Discussion.**

Town Attorney Cirullo read the title of Ordinance No. 2014-10.

Council discussed adding to the question, whether the residents would support increased taxes, the need for payment by residents, how the straw vote would help Council determine the method of payment, and who would maintained the roads once paved.

Members of the audience voiced their opinion on the ordinance, the need for a road policy.

Town Attorney Cirullo will discuss the framing of the second question for the next Town Council Meeting.

**Upon roll call vote, the motion passed 5/0.**

d. **ORDINANCE NO. 2014-11: PUBLIC HEARING/FIRST READING**  
*(Charter Change - Election Criteria)*

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF LOXAHATCHEE GROVES, SECTION 7, ENTITLED "ELECTIONS," TO REMOVE SECTION 7 WHICH RELATES TO ELECTION PROCEDURES, FROM THE CHARTER, AND CONVERT THEM INTO AN ORDINANCE OF THE TOWN OF LOXAHATCHEE GROVES; PROVIDING FOR BALLOT TITLE AND SUMMARY; PROVIDING FOR NOTICE TO BE PUBLISHED IN ACCORDANCE WITH STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES, AS A SPECIAL ELECTION WITH THE TOWN'S GENERAL MUNICIPAL ELECTION ON MARCH 10, 2015, AND PLACED ON THE ELECTION BALLOT FOR SAID ELECTION, AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING THAT SHOULD THE AMENDMENT BE APPROVED BY THE ELECTORATE OF THE TOWN, THE ELECTION PROVISIONS OF SECTION 7 OF THE TOWN CHARTER SHALL BE AN ORDINANCE OF THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CHARTER AND CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Underwood explained the request to take the Election Criteria out of the Town Charter.

**Motion: Councilman Goltzene made a motion to approve Ordinance No. 2014-11 on first reading. Councilman Liang seconded the motion.**

Town Attorney Cirullo read the title of Ordinance No. 2014-11.

**Upon roll call vote, the motion passed 5/0.**

Town Attorney Cirullo requested directions for the second road question concerning methods of payment.

Council discussed the alternatives.

**Motion: Councilman Liang made a motion to direct the Town Attorney to draft the second road question concerning means of payment. Councilman Rockett seconded the motion. Upon vote, the motion passed 5/0.**

**8. MANAGER'S REPORT – *Town Manager Underwood***

- a. **AGENDA ITEM REPORT (AIR)** - Updates on various activities and issues concerning the Town.

Town Manager Underwood provided his Manager's Report.

Council asked questions of Town Manager Underwood, concerning his report.

**Motion: Councilman Goltzené made a motion to send a letter, for the Mayor's signature, stating the Town is on record supporting the extension of Seminole Pratt Whitney Road through to the Bee Line Highway, and approving the deletion of State Road 7 (US441) construction through to the Bee Line Highway. Councilman Liang seconded the motion. Upon vote, the motion passed 5/0.**

**9. OLD BUSINESS**

- a. Consideration for Recommendations of Municipal Financial System Software SaaS Proposal.

Town Manager Underwood provided background, and noted staff recommends the Blackbaud Solutions System. He reported the terms, cost for startup, and the need for authorization authorizing the Town Attorney to draft an agreement.

**Motion: Councilman Goltzene made a motion to proceed with the Blackbaud Solutions Systems Agreement. Councilman Liang seconded the motion. Upon vote, the motion passed 5/0.**

**10. NEW BUSINESS - NONE**

**Amendment to agenda: 10.a.** Councilman Goltzene requested that an additional referendum be proposed to allow for different Council term limits.

Town Attorney Cirullo stated this would constitute another charter referendum.

Council discussed the pros and cons of establishing different Council term limits, as well as, district seats.

**11. CLOSING COMMENTS**

a. Public

Marge Herzog, 966 A Road, reminded Council of the Land Owners Association Pot Luck Supper on December 18, 2014, at the Palms West Presbyterian Church; bring a covered dish, and a \$5.00 grab bag. Also there will be a candidate forum in February, and it would be a good idea to have someone representing the Town attend to explain the referenda that will be going on the ballot.

b. Town Attorney

Town Attorney Cirullo stated "Go Gators".

c. Town Council Members

Councilman Goltzené had nothing else to report.

Vice-Mayor Jarriel wanted everyone to be safe and thanked them for coming to the meeting.

Councilman Liang thanked everyone for coming.

Councilman Rockett also thanked everyone for coming.

Mayor Browning also extended his appreciation.

**12. ADJOURNMENT**

There being no further business to come before the Town Council, Mayor Browning adjourned the meeting at 9:34 p.m.

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**Janet K. Whipple, Town Clerk**

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**David Browning, Mayor**

*These minutes were approved during the February 17, 2015, Town Council Meeting.*



## Town of Loxahatchee Groves Town Council Meeting

Tuesday, December 16, 2014 - 7:00 p.m. to 10:30 p.m.

*(Times established by Resolution No. 2014-08... commencing at 7:00 p.m., and ending no later than 10:30 p.m., which can be extended by motion of the Council.)*

Loxahatchee Groves Water Control District, 101 West "D" Road

Mayor David Browning (Seat 4)  
Vice-Mayor Ronald D. Jarriel (Seat 1)  
Councilman Tom Goltzené (Seat 5)  
Councilman Ryan Liang (Seat 3)  
Councilman Jim Rockett (Seat 2)

Town Manager William F. Underwood, II  
Town Clerk Janet K. Whipple  
Town Attorney Michael D. Cirullo, Jr.

### MINUTES

#### 1. OPENING

- a. Call to Order & Roll Call

Mayor Browning called the meeting to order at 7:00 p.m. Present were Mayor David Browning, Vice-Mayor Ron Jarriel, Councilmen Tom Goltzené, Ryan Liang, and Jim Rockett. Also present were Town Manager Bill Underwood, Town Attorney Mike Cirullo, and Town Clerk Janet K. Whipple.

- b. Pledge of Allegiance & Invocation – Mayor Browning
- c. Approval of Agenda

Town Attorney Cirullo requested the Addenda Item #1, Consent Agenda Item #2.b., be pulled for comment for himself.

**Motion: Councilman Rockett made a motion to approve the Agenda, as amended. Councilman Liang seconded the motion. Upon vote the motion passed 5/0.**

2. CONSENT AGENDA

a. Minutes:

- **September 23, 2014** - Final Millage and Budget Town Council Meeting
- **October 7, 2014** – Regular Town Council Meeting

b. Added as Addendum #1 – RETGAC Appointment reconsideration.

**Motion: Councilman Rockett made a motion to approve the Consent Agenda, as amended. Councilman Liang seconded the motion. Upon vote the motion passed 5/0**

Town Attorney Cirullo stated the information in 2.b. of the Consent Agenda was not adequate, and he recommended to Council adopt a motion for reconsideration and place it on the agenda for the January 6, 2015 Town Council Meeting.

**Motion: Councilman Rockett made motion to reconsider and bring the item back for the January 6, 2015, Town Council Meeting. Vice-Mayor Jarriel seconded the motion.**

Bill Louda, 1300 B Road, speaking on the reconsideration, noted when he was on the Roadway, Equestrian Trails and Greenway Advisory Committee (RETGAC) he knew he was searving at the pleasure of the Councilmember, and he does not feel this item needs to be reconsidered.

**Upon vote, the motion passed 4/1, with Councilman Goltzene casting the dissenting vote.**

3. PUBLIC COMMENTS

Ralph Brooks, attorney representing Suzanne Hetrick of 15105 Robert Way, brought copies of a formal administrative hearing which will be held March 3 thru March 6, 2015, at the Palm Beach County Government Building concerning the Minto density and intensity. He explained what needed to be done should the Town want to have any input on the matter.

**Motion: Councilman Rockett made a motion to Receive and File the copies presented by Mr. Brooks. Vice-Mayor Jarriel seconded the motion. Upon vote the motion passed 3/0 Councilmen Goltzené and Liang abstained, and they each explained their reason why.**

4. PRESENTATIONS – *NONE*

5. COMMITTEE REPORTS - *NONE*

6. RESOLUTIONS - *NONE*

## 7. ORDINANCES

a. ORDINANCE NO 2014-09: PUBLIC HEARING/SECOND AND FINAL READING (*Referendum Question - Charter Change; Debt/Borrowing*)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF LOXAHATCHEE GROVES, TO AMEND SECTION 6, ENTITLED "BUDGET AND APPROPRIATIONS," TO DELETE SUBSECTION (6) ENTITLED "REVENUE BONDS; LEASE-PURCHASE CONTRACTS," WHICH WOULD REMOVE THE REQUIREMENT THAT CERTAIN TYPES OF BORROWING THAT EXCEED A REPAYMENT TERM OF THIRTY SIX (36) MONTHS BE APPROVED BY REFERENDUM ELECTION; PROVIDING FOR BALLOT TITLE AND SUMMARY; PROVIDING FOR NOTICE TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES, AS A SPECIAL ELECTION WITH THE TOWN'S GENERAL MUNICIPAL ELECTION ON MARCH 10, 2015, AND PLACED ON THE ELECTION BALLOT FOR SAID ELECTION, AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CHARTER AND CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

Town Manager Underwood provided background for Ordinance No. 2014-09.

Town Attorney Cirullo read the title of Ordinance No. 2014-09, noted it was a Public Hearing and would require a roll call vote.

**Motion: Councilman Goltzene made a motion to approve Ordinance No. 2014-09 on second and final reading. Vice Mayor Jarriel seconded the motion. Discussion.**

Council discussed the ordinance with Town Attorney Cirullo.

Mayor Browning opened the Public Hearing at 7:07 p.m.

Lawrence Corning, 2834 E Road, stated the Town started as government light and he feels now we are going in the opposite direction of the original purpose for the founding of the Town.

Mayor Browning closed Public Comments at 7:08 p.m.

Upon roll call vote, the motion was approved 3/2 with Councilman Liang and Mayor Browning casting a dissenting vote.

**Motion: Councilman Rockett made a motion to reconsider the motion. Councilman Liang seconded the motion.**

Councilman Goltzene voiced his concerns.

Upon roll call vote, the motion to reconsider the motion passed 3/2, with Vice-Mayor Jarriel and Councilman Goltzene casting dissenting votes.

**Motion: Vice-Mayor Jarriel made a motion to again approve Ordinance No. 2014-09, on second and final reading. Councilman Goltzene seconded the motion.**

Council also expressed their concerns.

Town Attorney Cirullo explained the procedures.

Council and members of the audience made additional comments.

Upon roll call vote, Ordinance No 2014-09 failed 2/3, with Mayor Browning, Councilmen Rockett and Liang casting dissenting votes.

**Motion: Councilman Rockett made a motion to deny putting Ordinance No 2014-10 on the ballot. Councilman Liang seconded the motion. The motion to deny passed 3/2 with Vice-Mayor Jarriel and Councilman Goltzené casting dissenting votes.**

Councilman Goltzené noted the motion had been made for Ordinance No. 2014-10 instead of 2014-09.

**Motion: Councilman Rockett restated the motion to deny putting Ordinance No. 2014-09 on the ballot (not Ordinance No. 2014-10). Councilman Liang seconded the motion.**

Upon roll call vote the motion passed 3/2, with Councilman Goltzené and Vice-Mayor Jarriel dissenting.

**b. ORDINANCE NO.2014-10: PUBLIC HEARING/SECOND AND FINAL READING (*Referendum Question - Charter Change; Road Improvements*)**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, SUBMITTING TO REFERENDUM A NON-BINDING STRAW BALLOT RELATING TO ROADWAY IMPROVEMENT POLICIES BY THE TOWN OF LOXAHATCHEE GROVES; PROVIDING FOR BALLOT TITLE AND SUMMARY; PROVIDING FOR NOTICE TO BE PUBLISHED IN ACCORDANCE WITH STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES, AS A SPECIAL ELECTION WITH THE TOWN'S GENERAL MUNICIPAL ELECTION ON MARCH 10, 2015, AND PLACED ON THE ELECTION BALLOT FOR SAID ELECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Underwood provided background for Ordinance No. 2014-10.

Town Attorney Cirullo read the title of Ordinance No. 2014-10.

**Motion: Councilman Liang made a motion to approve Ordinance No. 2014-10 on second and final reading. Vice-Mayor Jarriel seconded the motion.**

Council and members of the audience made additional comments.

**Upon roll call vote, the motion passed 4/1, with Councilman Goltzene casting a dissenting vote.**

**c. ORDINANCE NO. 2014-11: PUBLIC HEARING/SECOND AND FINAL READING (*Referendum Question - Charter Change; Election Criteria*)**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF LOXAHATCHEE GROVES, SECTION 7, ENTITLED "ELECTIONS," TO REMOVE SECTION 7 WHICH RELATES TO ELECTION PROCEDURES, FROM THE CHARTER, AND CONVERT THEM INTO AN ORDINANCE OF THE TOWN OF LOXAHATCHEE GROVES; PROVIDING FOR BALLOT TITLE AND SUMMARY; PROVIDING FOR NOTICE TO BE PUBLISHED IN ACCORDANCE WITH STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES, AS A SPECIAL ELECTION WITH THE TOWN'S GENERAL

MUNICIPAL ELECTION ON MARCH 10, 2015, AND PLACED ON THE ELECTION BALLOT FOR SAID ELECTION, AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING THAT SHOULD THE AMENDMENT BE APPROVED BY THE ELECTORATE OF THE TOWN, THE ELECTION PROVISIONS OF SECTION 7 OF THE TOWN CHARTER SHALL BE AN ORDINANCE OF THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CHARTER AND CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Underwood explained the reasons behind Ordinance No. 2014-11.

Town Attorney Cirullo read the title of Ordinance No. 2014-11.

**Motion: Councilman Rockett made a motion to approve Ordinance No. 2014-11 on second and final reading. Councilman Liang seconded the motion. Upon roll call vote, the motion passed 4/1, with Councilman Goltzene casting a dissenting vote.**

- d. **ORDINANCE NO. 2014-12: PUBLIC HEARING/FIRST READING**  
*(Referendum Question – Non-Binding Straw Ballot question related to willingness of voters to pay, if necessary, for road improvements)*

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, SUBMITTING TO REFERENDUM A NON-BINDING STRAW BALLOT RELATING TO WILLINGNESS OF VOTERS TO PAY ADDITIONAL TAXES, SPECIAL ASSESSMENTS OR OTHER FEES FOR ROADWAY IMPROVEMENTS BY THE TOWN OF LOXAHATCHEE GROVES; PROVIDING FOR BALLOT TITLE AND SUMMARY; PROVIDING FOR NOTICE TO BE PUBLISHED IN ACCORDANCE WITH STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES, AS A SPECIAL ELECTION WITH THE TOWN'S GENERAL MUNICIPAL ELECTION ON MARCH 10, 2015, AND PLACED ON THE ELECTION BALLOT FOR SAID ELECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Underwood provided background for Ordinance No. 2014-12.

Town Attorney Cirullo read the title for Ordinance No. 2014-12.

**Motion: Vice-Mayor Jarriel made a motion to approve Ordinance No. 2014-12 on first reading. Councilman Liang seconded the motion. Discussion.**

Council discussed the terminologies, within the ordinance, they wanted to address.

Town Attorney Cirullo needed a consensus on Council's decision, as the word count is limited.

Members of the audience provided their opinion on various aspects of the ordinance.

Mayor does not see this as a march toward paving

Mike restated question – listen on recording he can put in public dirt roads

Upon roll call vote, the motion passed 4/1, with Councilman Goltzené casting the dissenting vote.

**8. MANAGER'S REPORT – *Town Manager Underwood***

a. **AGENDA ITEM REPORT (AIR)** - Updates on various activities and issues concerning the Town.

Town Manager Underwood provided his Manager's Report.

**Motion: Councilman Liang made a motion to *Receive and File* documents from Town Manager Underwood. Councilman Rockett seconded the motion. Upon vote, the motion passed 5/0.**

b. Palm Beach County Sheriff's Office (PBSO), District 15, Monthly Report for November, 2014.

**9. OLD BUSINESS - *NONE***

**10. NEW BUSINESS**

a. Consideration to instruct staff to work with Minto for the collaboration in the development of the Okeechobee Boulevard Corridor Master Plan.

Councilman Goltzene recused himself and left the dais at 8:15 p.m., noting he will come by Town Hall to sign the ordinances and wished everyone a Merry Christmas.

Councilman Liang also recused himself.

Town Manager Underwood explained what Minto would provide to the Town. He requested Council approve for Staff to bring back a funding mechanism for Okeechobee Boulevard and take Minto up on their offer.

Members of the audience spoke on their concerns for the Minto project and how it might affect the Town.

Don Hearing, Cotleur Hearing, and representing the Minto communities, stated they had heard of a need and offered to volunteer their expertise. This proposal is not a conspiracy theory, and they would like to collaborate with integrity, as Minto is going to be part of the community.

Per Mayor Browning's request, Council commented on Minto's participation and collaboration with the Town.

**Motion: Vice-Mayor Jarriel made a motion to allow Minto to assist the Town when coming up with a road design. Motion died for lack of second.**

**11. CLOSING COMMENTS**

a. Public

Bill Louda, 1300 B Road, thinks Councilmen Goltzené and Liang should recuse themselves for from anything concerning road issues.

Marge Herzog, 966 A Road, concerning grant money, the Town has to be active. Also, Bill Hammond fell and broke his back and will be having surgery in Stuart. The Land Owners Association will be having a Pot Luck Dinner on Thursday, December 18, 2014.

Lawrence Corning, 2834 E Road, stated Mecca Farms and Scripps Development passed and feels these other developments will pass as well. Our shields are locked and we are only going to get stronger. Others will come and we need to raise a lot of money.

b. Town Attorney

Town Attorney Cirullo wished everyone Happy Holidays and safe travels, looks forward to seeing everyone next year, and Merry Christmas and Happy New Year.

b. Town Council Members

Councilman Liang Happy Holiday to everyone and extended his thanks to all the well wishes for his Mom who fell and broke her kneecap.

Vice-Mayor Jarriel noted that as of December 22<sup>nd</sup> he will be celebrating his 42<sup>nd</sup> wedding anniversary with his wife Sharon. He wished everyone Merry Christmas.

Councilman Rockett spoke of the Western Communities Council meeting on December 10<sup>th</sup> discussing the State Road 7 Extension, and reported the findings. Councilman Rocket had asked that the Town support the State Road 7 Extension to Northlake Boulevard, and Palm Beach County's Resolution No 2015-001. He then wished everyone Merry Christmas and a Happy New Year and thanked them for coming.

Mayor Browning thanked everyone for coming, and noted he was sad that Ann and Bill Parker sold their property. He then thanked everyone for coming and wished them a Merry Christmas.

**12. ADJOURNMENT**

There being no further business to come before the Town Council, Mayor Browning adjourned the meeting at 9:00 p.m.

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**Janet K. Whipple, Town Clerk**

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**David Browning, Mayor**

*These minutes were approved during the February 17, 2015 Town Council Meeting.*



**Item 6.a. & b.**

**ORDINANCES**

**Ordinance No. 2013-09 Loxahatchee Groves Commons**

**Ordinance No. 2013-10 Loxahatchee Groves Town Center**

# Town of Loxahatchee Groves, FLORIDA

## Town Council AGENDA ITEM REPORT

### AGENDA ITEM No. 6.a.

MEETING DATE: February 17, 2015

**PREPARED BY:** Jim Fleishmann, Planner

**SUBJECT: Ordinance 2013-09; Loxahatchee Groves Commons Rezoning (REZ-2013-01)  
AR to CL/MUPD**

#### **1. BACKGROUND/HISTORY**

**Problem Statement:** The applicant has requested the assignment of the Commercial Low Planned Unit Development (CL/PUD) zoning designation to implement the previously assigned CL FLU designation.

**Problem Solution:** Consider adoption of Ordinance 2013-09

#### **2. CURRENT ACTIVITY**

The RETGAC Advisory Committee at its April 24, 2013 and recommend approval subject to several actions.

The PZB at its meetings on June, 13, 2013 and August 14, 2014 recommended approval of application REZ 2013-01 subject to conditions

The Town Council, at its meeting of November 5, 2013 voted to approve REZ 2013 – 01 on first reading (i.e. Ordinance 2013-09) subject to the Initial Conceptual Master Plan and Conditions of Approval.

At its February 3, 2015 meeting, the Council tabled this item to the February 17, 2015 meeting.

#### **3. ATTACHMENTS**

1. Staff Report REZ Application 2013-01
2. Ordinance 2013-09

#### **4. FINANCIAL IMPACT**

REZ Application 2013-01 is funded by the Applicant through the Town's Cost Recovery System.

#### **5. RECOMMENDED ACTION**

Approval of Ordinance 2013-09 on Second Reading.

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2013-09**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE REZONING OF LAND CONSISTING OF APPROXIMATELY 21.73 ACRES, MORE OR LESS, LOCATED AT THE NORTHWEST CORNER OF SOUTHERN BOULEVARD AND “B” ROAD, LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED AND AS DESIGNATED ON THE MAP ATTACHED AS EXHIBIT “A” TO THIS ORDINANCE, FROM LOXAHATCHEE GROVES ZONING DESIGNATION AGRICULTURAL RESIDENTIAL (AR) TO THE LOXAHATCHEE GROVES ZONING DESIGNATION COMMERCIAL LOW PLANNED UNIT DEVELOPMENT (CL/PUD); PROVIDING FOR THE APPROPRIATE REVISIONS OF THE ZONING DISTRICT MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 16, 2010, the Town adopted Ordinance 2010-009, which adopted the Town’s Unified Land Development Code (ULDC), including the designation of zoning districts in the Town, consistent with the Town’s Comprehensive Plan; and,

**WHEREAS**, on November 20, 2012, the Town adopted Ordinance 2012-08 which created a new zoning category, entitled Planned Unit Development (“PUD”), to facilitate development on property that exceeds expectations of standard zoning districts, implements the Town’s Comprehensive Plan, and to allow for creative use of land and quality development; and,

**WHEREAS**, the Property Owner, Ernest G. Simon, as Trustee of Trusts “A” and “B” u/w/o Alexander Abraham Simon, has submitted petition REZ 2013-01 to rezone certain property located at the northwest corner of Southern Boulevard, and “B” Road, Loxahatchee Groves, Florida, totaling approximately 21.73 acres, more or less, legally described and as designated on the map in Exhibit “A”, attached hereto (the “Property”), from Loxahatchee Groves zoning designation Agricultural Residential (AR) to the Loxahatchee Groves

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2013-09**

zoning designation of Commercial Low Planned Unit Development (CL/PUD); and,

**WHEREAS**, at its meeting of April 24, 2013, the Town’s Recreation Equestrian Trails and Greenways Advisory Committee (RETGAC), considered petition REZ 2013-01 to rezone the Property, and recommended approval to the Town Council subject to certain conditions stated in the Staff Report dated January 10, 2015 and incorporated by reference herein; and

**WHEREAS**, at its meetings of June 13, 2013 and August 14, 2014, the Town’s Planning and Zoning Board (PZB) considered petition REZ 2013-01 to rezone the Property, and recommended approval to the Town Council subject to certain conditions stated in the Staff Report dated January 10, 2015 and incorporated by reference herein; and

**WHEREAS**, at its meeting of November 5, 2013, the Town Council approved REZ 2013-01 on First Reading to rezone the Property subject to certain conditions stated in the Staff Report dated January 10, 2015 and incorporated by reference herein; and

**WHEREAS**, the notice and hearing requirements for adoption of rezoning ordinances contained in the Florida Statutes and the Town’s Code of Ordinances have been satisfied; and

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves has conducted a quasi-judicial hearing and considered petition REZ 2013-01 for rezoning, the recommendation of the RETGAC, the PZB, Town Staff, and the comments from the public; and

**WHEREAS**, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2013-09**

authorized and empowered to consider petitions relating to the rezoning of property within the Town; and

**WHEREAS**, the Council, pursuant to Section 160-020 (Review criteria; Town Council action) of the Town of Loxahatchee Groves Unified Land Development Code and Town Ordinance 2012-08 (Planned Unit Development) is authorized and empowered to consider, approve, approve with conditions PUD rezoning petitions;

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct, and are hereby made a specific part of this Ordinance.

**Section 2.** The Town Council has considered the findings in the Staff Report dated January 10, 2015 and the Town RETGAC and LPA recommendations and makes the following findings of fact:

1. The Town Council finds petition REZ 2013-01 to be generally consistent with the intent and direction of the Comprehensive Plan, the rezoning criteria, as depicted in Section 160-020(A) (1) – (6) of the Town of Loxahatchee Groves Unified Land Development Regulations and the objectives and standards of a Planned Unit Development, as depicted in Town of Loxahatchee Groves Ordinance 2012-08.

2. To insure consistency with the Comprehensive Plan and land development regulations, and the results of the various studies and analysis completed in the review of rezoning petition REZ 2013-01, certain conditions of approval are necessary.

## TOWN OF LOXAHATCHEE GROVES

### ORDINANCE NO. 2013-09

**Section 3.** The zoning of the property located at the northwest corner of Southern Boulevard, and “B” Road, Loxahatchee Groves, Florida, totaling approximately 21.73 acres, more or less, legally described, and as designated on the map, in Exhibit “A”, attached hereto, from Town of Loxahatchee Groves zoning designation Agricultural Residential (AR) to the Town of Loxahatchee Groves zoning designation of Commercial Low Planned Unit Development (CL/PUD) is hereby approved subject to the Final Conceptual Master Plan, dated December 12, 2014 and Conditions of Approval in Exhibit “B”, attached hereto.

**Section 4.** The Town Administration is hereby authorized and directed to make appropriate changes on the zoning map of the Town, to effectuate the purpose of this ordinance.

**Section 5.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered eliminated and so not affecting the validity of the remaining portion or applications remaining in full force and effect.

**Section 6.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

**Section 7.** This Ordinance shall take effect as provided by law.

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 5<sup>th</sup> DAY OF NOVEMBER, 2013.**

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2013-09**

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN  
LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor David Browning

\_\_\_\_\_  
Janet K. Whipple, Town Clerk

\_\_\_\_\_  
Vice-Mayor Ron Jarriel

\_\_\_\_\_  
Council Member Tom Goltzené

\_\_\_\_\_  
Council Member Ryan Liang

\_\_\_\_\_  
Council Member Jim Rockett

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of the Town Attorney

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2013-09**

**EXHIBIT A**

**LEGAL DESCRIPTION AND LOCATION MAP**

**The following Legal Description is applicable to Ordinance 2013-09:**

Parcel Control Number: 41-41-43-31-09-000-0020

LOT 2, SIMON TRUST BOUNDARY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

**LOCATION MAP**



**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2013-09**

**EXHIBIT B**

**LOXAHATCHEE GROVES COMMONS**

**FINAL CONCEPTUAL MASTER PLAN AND CONDITIONS OF APPROVAL**



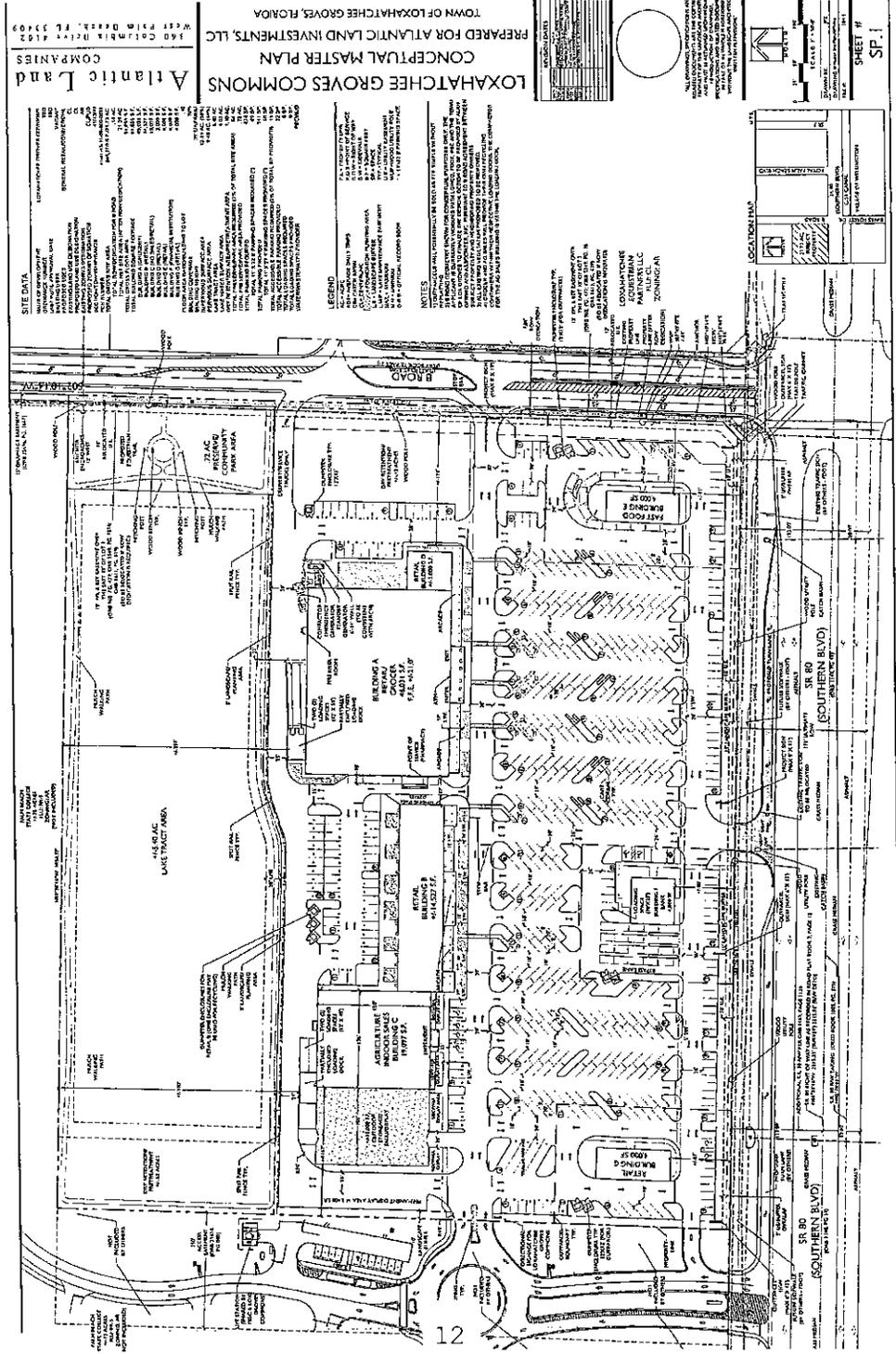
**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2013-09**

**FINAL CONCEPTUAL MASTER PLAN**

# ATTACHMENT C

## December 12, 2014 Final Conceptual Master Plan



REZ 2013-01  
 Loxahatchee Groves Commons CL/PUD Rezoning  
 January 10, 2015

## TOWN OF LOXAHATCHEE GROVES

### ORDINANCE NO. 2013-09

#### **Final Conditions of Approval per First Reading of Ordinance 2013-09**

##### **A. GENERAL**

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. Final site plans shall conform to the Site Plan (Final Conceptual Master Plan) dated ~~October 16, 2013~~ December 12, 2014 and the Statement of Use dated ~~October 17, 2013~~ July 22, 2014 and included as Attachment J2 of the CL/PUD Rezoning Application REZ 2013-01, or amendments thereto approved by the Town Council. Any modifications to the approved Conceptual Master Plan or Statement of Use must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are required for compliance with the ULDC.

3. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code.

4. Cross access shall be provided to the Palm Beach State College property, as indicated on the Final Conceptual Master Plan dated ~~October 16, 2013~~ December 12, 2014, or amendments thereto approved by the Town Council.

5. Prior to submitting an initial final site plan approval application and all subsequent final site plan applications, the Applicant shall contact Palm Tran to obtain written confirmation regarding the need for a bus stop on Southern Boulevard. Palm Tran's response shall be included in the final site plan application(s).

##### **B. LAND USE AND SITE PLANNING**

1. Development of the site shall be limited to a maximum of 94,655 sq. ft. of commercial low uses consistent with the Final Conceptual Master Plan dated ~~October 16, 2013~~ December 12, 2014.

2. Bars and night clubs are prohibited.

3. The initial site plan submitted for the development shall include the ~~6.45~~ 5.40 acre Lake Tract Area, and ~~0.50~~ 0.72 acre Preserve/Community Park, including an equestrian trail as shown on the Final Conceptual Master Plan dated ~~October 16, 2013~~ December 12, 2014.

4. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.

## TOWN OF LOXAHATCHEE GROVES

### ORDINANCE NO. 2013-09

5. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

#### C. ENGINEERING

1. Consistent with Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no Building Permits, for the site shall be issued after December 31, 2017. A time extension for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

2. No Building Permits shall be issued until construction commences for a north approach exclusive left turn lane and shared through/right turn lane on B Road at Southern Boulevard. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

3. No Building Permits shall be issued until construction commences for a south approach left turn lane on B Road at the project's first access connection north of the terminus for the traffic separator. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

4. No Building Permits shall be issued until construction commences for east approach right turn lanes on Southern Boulevard at each of the project access connections. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

5. B Road shall be constructed as a 2-lane paved roadway, including a traffic separator, from Southern Boulevard north to the B Road entrance to Palm Beach State College, according to the terms of the ~~three party agreement~~ B Road Improvement Agreement dated ~~November x, 2013~~ January x, 2015 ("B Road Agreement") between the property owner, Palm Beach State College and the owner of the Groves Town Center property. Prior to becoming effective, the "B Road Agreement" shall be approved by the Loxahatchee Groves Town Council.

6. Funds in lieu of construction of B Road as a 2-lane OGEM roadway surface between the northern terminus of the 2-lane paved roadway, including Collecting Canal bridge/culvert improvements, to Okeechobee Boulevard, ~~shall~~ may be deposited in an escrow account according to the terms of the ~~three party agreement dated November x, 2013~~ "B Road Agreement" between the property owner, Palm Beach State College and the owner of the Groves Town Center property. Construction of this section of "B" Road shall be subject to the requirements of the Town of Loxahatchee Groves.

7. Construction of paved road improvements cited in Condition C.5, above, shall be concurrent with the paving and drainage improvements for the site, Palm Beach State College, or Groves Town Center, whichever occurs first. Any and all costs associated with the construction shall be paid according to the terms established in the ~~above referenced agreement~~ "B Road Agreement", ~~with Palm Beach State College and the Owner of the Groves Town Center property.~~ These costs shall include, but are not

## TOWN OF LOXAHATCHEE GROVES

### ORDINANCE NO. 2013-09

limited to, utility relocations and acquisition of any additional required right-of-way. Construction shall be completed prior to the issuance of the first Certificate of Occupancy.

8. Construction pursuant to Condition C.6 shall be according to a schedule established by the Town. Any and all costs apportioned to the Project shall be paid to ~~the Town of Loxahatchee Groves an eserow account established for this purpose~~ according to the terms established in the "B Road Agreement", ~~above referenced agreement with Palm Beach State College and the Owner of the Groves Town Center property.~~ Costs, assuming construction on the existing unpaved roadway section, shall include roadway design, permitting, construction and inspection.

9. Any future request to modify Condition C.1 must be based upon an approved Traffic Study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

10. The northernmost project driveway along "B" Road shall be channelized and limited to right turn only traffic exiting the property.

11. Any future realignment of either or both of the "B" Road access drives shall require approval by the Town's Consulting Engineer.

#### D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. In conjunction with an initial site plan application for any development parcel or pod, the property owner shall submit a Landscape Plan application to the Town for review and approval pursuant to ULDC Article 85.

3. Prior to any land clearing activities, a wetlands determination shall be procured from the South Florida Water Management District and/or U.S. Army Corps of Engineers. Any proposed impacts upon jurisdictional wetlands shall require permits or authorizations from the South Florida Water Management district or U.S. Army Corps of Engineers.

4. Prior to the permitting of any land clearing, development or earthmoving activities, a Phase 1 Archaeological Survey of the property shall be completed.

5. Native plants shall be retained to the extent possible.

#### E. ROADWAY EQUESTRIAN TRAILS AND GREENWAYS

1. The equestrian trail depicted on the Final Conceptual Master Plan shall include a connector along "B" Road, inside of the "B" Road right-of-way, to facilitate cross-access with the Palm Beach County State College property, as stated in the "B Road Agreement".

2. As part of the joint traffic improvements effort detailed in Section C:

## TOWN OF LOXAHATCHEE GROVES

### ORDINANCE NO. 2013-09

- (a) Equestrian traffic control devices shall be installed at points where trails cross "B" Road and/or Collecting Canal. The type and locations of such devices shall be addressed in the ~~three party agreement~~ "B Road Agreement" per Condition C.6.
- (b) "Local traffic only" signage, ~~as addressed in the~~ "B Road Agreement", shall be placed on "B" Road north of the Palm Beach State College entrance.
- (c) The feasibility of adding signage on Okeechobee Boulevard directing westbound vehicles travelling to Palm Beach State College to turn south on Crestwood Boulevard or Folsom Road shall be addressed in the ~~three party agreement~~ "B Road Agreement" per Condition C.5. If feasible, the applicant, along with Palm Beach State College and the owner of the Groves Town Center property shall share any associated costs of placing and constructing the signage.

3. Fencing shall be incorporated on the initial site plan to separate the equestrian trails from commercial buildings and parking areas, as necessary. Also, shade trees shall be incorporated along the trail route.

4. Equestrian trails shall comply with the Town design and sign guidelines.

#### F. ARCHITECTURAL

Architectural elevations for initial buildings, as well as a theme for the entire Loxahatchee Groves Commons development, shall be submitted with the application for initial site plan approval. Elevations for subsequent buildings shall be reviewed and approved by the Town Manager for consistency with said architectural theme. The Town Manager may refer subsequent building elevations to the Town Council for approval if he determines that an inconsistency with the approved architectural theme is proposed. Elevations shall be designed to be consistent with the Town's Rural Vista Guidelines. Architecture in all development phases shall be consistent with the architectural elevations included as part of the initial site plan approval.

#### G. SIGNAGE

The initial site plan submittal for any development parcel or pod shall include a master sign program detailing the location, number, colors and size of proposed signage.

#### H. PUD WAIVERS

1. A waiver to Section 95-025: "*Size of parking spaces*" of the ULDC is granted, as follows: A minimum of ~~ninety-one (91)~~ eighty-six (86) spaces shall be provided at the standard parking space size of eleven feet by twenty-two and one-half feet (11.5' x 22') with twenty-eight foot (28') wide drive aisles. The balance of the spaces shall be provided at a minimum ten feet by twenty feet (10' x 20') with drive aisles twenty-six feet (26') in width.

## TOWN OF LOXAHATCHEE GROVES

### ORDINANCE NO. 2013-09

~~2. A waiver to Section 55-010: “*Separation requirements*” of the Unified Land Development Code (ULDC) for alcoholic beverage establishments, as defined in Section 10-015 of the ULDC, is granted eliminating the 750 foot separation requirement as it may specifically pertain to the location of a single beer, wine and alcohol package liquor sales store, not to allow on site consumption, and any future education center buildings located on the adjacent Palm Beach State College property.~~

2. A waiver to Section 25-010 (D) (1) “*Mobility and Storage*” of the ULDC is granted to allow outdoor display of merchandise for sale on a 24 hours per day basis only in the following locations: (a) The screened outdoor storage and display area adjacent to the Agricultural Indoor Sales Building (Building C); and (b) the unscreened outdoor display area located to the west of the screened outdoor storage and display area located across the drive aisle.

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2013-09**

**EXHIBIT A**

**LEGAL DESCRIPTION AND LOCATION MAP**

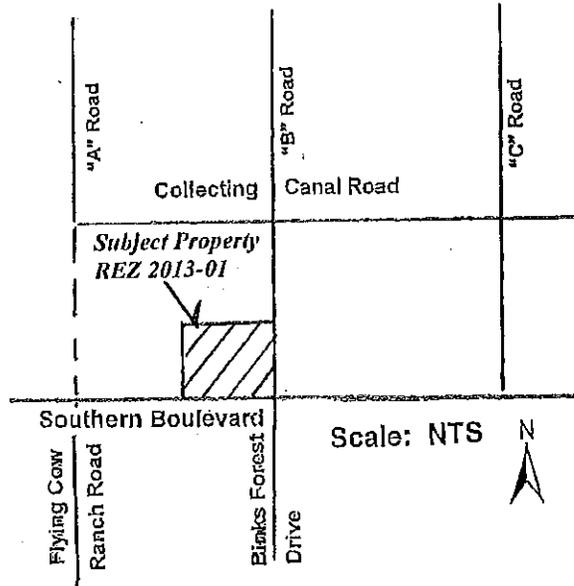
**The following Legal Description is applicable to Ordinance 2013-09:**

Parcel Control Number: 41-41-43-31-09-000-0020

LOT 2, SIMON TRUST BOUNDARY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

**LOCATION MAP**





# Town of Loxahatchee Groves, FLORIDA

## Town Council AGENDA ITEM REPORT

### AGENDA ITEM NO. 6.b.

MEETING DATE: February 17, 2015

PREPARED BY: Jim Fleishmann, Planner

**SUBJECT: Ordinance 2013-10 – Groves Town Center Rezoning (REZ-2013-01) AR to MLU/PUD**

#### **1.BACKGROUND/HISTORY**

**Problem Statement:** The applicant has requested the assignment of the Multiple Land Use Planned Unit Development (MLU/PUD) zoning designation to implement the previously assigned Multiple Land Use FLU designation.

**Problem Solution:** Consider adoption of Ordinance 2013-10

#### **2.CURRENT ACTIVITY**

The RETAG Advisory Committee at its April 24, 2013 and recommend approval subject to several actions several actions.

The PZB at its meeting on April 11, 2013 recommended approval of application REZ 2013-02 subject to conditions

The Town Council, at its meeting of November 5, 2013 voted to approve REZ 2013 – 01 on first reading (i.e. Ordinance 2013-10) subject to the Initial Conceptual Master Plan and Conditions of Approval.

The Town Council, at its February 3, 2015 meeting tabled this item to the February 17, 2015 meeting

#### **3.ATTACHMENTS**

1. Staff Report REZ Application 2013-02
2. Ordinance 2013-10

#### **4.FINANCIAL IMPACT**

REZ Application 2013-02 is funded by the Applicant through the Town's Cost Recovery System.

#### **5.RECOMMENDED ACTION**

Approval of Ordinance 2013-10

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2013-010**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE REZONING OF LAND CONSISTING OF APPROXIMATELY 90.33 ACRES, MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND “B” ROAD, LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED AND AS DESIGNATED ON THE MAP ATTACHED AS EXHIBIT “A” TO THIS ORDINANCE, FROM LOXAHATCHEE GROVES ZONING DESIGNATION AGRICULTURAL RESIDENTIAL (AR) TO THE LOXAHATCHEE GROVES ZONING DESIGNATION MULTIPLE LAND USE PLANNED UNIT DEVELOPMENT (MLU/PUD); PROVIDING FOR THE APPROPRIATE REVISIONS OF THE ZONING DISTRICT MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 16, 2010, the Town adopted Ordinance 2010-009, which adopted the Town’s Unified Land Development Code (ULDC), including the designation of zoning districts in the Town, consistent with the Town’s Comprehensive Plan; and,

**WHEREAS**, on November 20, 2012, the Town adopted Ordinance 2012-08 which created a new zoning category, entitled Planned Unit Development (“PUD”), to facilitate development on property that exceeds expectations of standard zoning districts, implements the Town’s Comprehensive Plan, and to allow for creative use of land and quality development; and,

**WHEREAS**, the Property Owners, Solar Sportsystems, Inc. and Loxahatchee Equestrian Partners, LLC, have submitted petition REZ 2013-02 to rezone certain property located at the northeast corner of Southern Boulevard, and “B” Road, Loxahatchee Groves, Florida, totaling approximately 90.33 acres, more or less, legally described and as designated on the map in Exhibit “A”, attached hereto (the “Property”), from Loxahatchee Groves zoning designation Agricultural Residential (AR) to the Loxahatchee Groves zoning designation of

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2013-010**

Multiple Land Use Planned Unit Development (MLU/PUD), and,

**WHEREAS**, at its meeting of April 11, 2013, the Town's Planning and Zoning Board (PZB), considered petition REZ 2013-02 to rezone the Property, and recommended approval to the Town Council subject to certain conditions stated in the Staff Report dated January 10, 2015 and incorporated by reference herein; and

**WHEREAS**, at its meeting of April 24, 2013, the Town's Recreation Equestrian Trails and Greenways Advisory Committee (RETGAC), considered petition REZ 2013-02 to rezone the Property, and recommended approval to the Town Council subject to certain conditions stated in the Staff Report dated January 10, 2015 and incorporated by reference herein; and

**WHEREAS**, at its meeting of April 24, 2013, the Town's Recreation Equestrian Trails and Greenways Advisory Committee (RETGAC), considered petition REZ 2013-02 to rezone the Property, and recommended approval to the Town Council subject to certain conditions stated in the Staff Report dated January 10, 2015 and incorporated by reference herein; and

**WHEREAS**, at its meeting of November 5, 2013, the Town Council approved REZ 2013-02 on First Reading to rezone the Property subject to certain conditions stated in the Staff Report dated January 10, 2015 and incorporated by reference herein; and

**WHEREAS**, the notice and hearing requirements for adoption of rezoning ordinances contained in the Florida Statutes and the Town's Code of Ordinances have been satisfied; and

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves has conducted a quasi-judicial hearing and considered petition REZ 2013-02 for rezoning, the recommendation of the RETGAC, the PZB, Town Staff, and the comments from the public; and

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2013-010**

**WHEREAS**, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to consider petitions relating to the rezoning of property within the Town; and

**WHEREAS**, the Council, pursuant to Section 160-020 (Review criteria; Town Council action) of the Town of Loxahatchee Groves Unified Land Development Code and Town Ordinance 2012-08 (Planned Unit Development) is authorized and empowered to consider, approve, approve with conditions PUD rezoning petitions;

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct, and are hereby made a specific part of this Ordinance.

**Section 2.** The Town Council has considered the findings in the Staff Reports dated April 4, 2013 and January 10, 2015 and the Town RETGAC and LPA recommendations and makes the following findings of fact:

1. The Town Council finds petition REZ 2013-02 to be generally consistent with the intent and direction of the Comprehensive Plan, the rezoning criteria, as depicted in Section 160-020(A) (1) – (6) of the Town of Loxahatchee Groves Unified Land Development Regulations, and the objectives and standards of a Planned Unit Development, as depicted in Town of Loxahatchee Groves Ordinance 2012-08.

## TOWN OF LOXAHATCHEE GROVES

### ORDINANCE NO. 2013-010

2. To insure consistency with the Comprehensive Plan and land development regulations, and the results of the various studies and analysis completed in the review of rezoning petition REZ 2013-02, certain conditions of approval are necessary.

**Section 3.** The zoning of the property located at the northeast corner of Southern Boulevard, and “B” Road, Loxahatchee Groves, Florida, totaling approximately 90.33 acres, more or less, legally described, and as designated on the map, in Exhibit “A”, attached hereto, from Town of Loxahatchee Groves zoning designation Agricultural Residential (AR) to the Town of Loxahatchee Groves zoning designation of Multiple Land Use Planned Unit Development (MLU/PUD) is hereby approved subject to the Master Plan and Conditions of Approval in Exhibit “B”, attached hereto.

**Section 4.** The Town Administration is hereby authorized and directed to make appropriate changes on the zoning map of the Town, to effectuate the purpose of this ordinance.

**Section 5.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered eliminated and so not affecting the validity of the remaining portion or applications remaining in full force and effect.

**Section 6.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

**Section 7.** This Ordinance shall take effect as provided by law.

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2013-010**

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 5th DAY OF NOVEMBER, 2013.**

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor David Browning

\_\_\_\_\_  
Janet K. Whipple, Town Clerk

\_\_\_\_\_  
Vice-Mayor Ron Jarriel

\_\_\_\_\_  
Council Member Tom Goltzene

\_\_\_\_\_  
Council Member Ryan Liang

\_\_\_\_\_  
Council Member Jim Rockett

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of the Town Attorney

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2013-010**

**EXHIBIT A**

**LEGAL DESCRIPTION:**

**LAND DESCRIPTION:**

THE SOUTH 1000 FEET OF TRACT 4, BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY DEED IN DEED BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 5, BLOCK "I" LOXAHATCHEE GROVES, LYING NORTH OF STATE ROAD 80, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS AND EXCEPT THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN THE ORDER OF TAKING IN O.R. BOOK 5463, PAGE 1126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 6, BLOCK "I", OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 5463, PAGE 1126, AND THAT PORTION OF THE RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1005, PAGE 577, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

THAT PORTION OF TRACT 6, BLOCK "I" RE-CONVEYED TO GASPAR MORELLO AND ELIZABETH MORELLO, HUSBAND AND WIFE, IN QUIT-CLAIM DEED RECORDED JANUARY 25, 2002, IN OFFICIAL RECORD BOOK 13344, PAGE 953, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE PLATTED EAST LINE OF TRACT 6, BLOCK "I" ACCORDING TO THE PLAT OF LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD STATE ROAD 80 ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, SECTION 93120-3528, SHEET 5 OF 13, DATED 1986, THENCE, NORTH 88 DEGREES 26 MINUTES 32 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN BOULEVARD, 66.16 FEET; THENCE, NORTH 39 DEGREES 58 MINUTES 31 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF "C" ROAD, ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, 33.14 FEET, TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 54 MINUTES 52 SECONDS, AN ARC LENGTH OF 165.40 FEET TO THE PLATTED EASTERLY LINE OF TRACT 6, BLOCK "I"; THENCE, SOUTH 02 DEGREES 09 MINUTES 47 SECONDS WEST, ALONG THE PLATTED EAST LINE OF TRACT 6, BLOCK "I", 158.23 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA. CONTAINING 3,934,972 SQUARE FEET/90.3345 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

**TOWN OF LOXAHATCHEE GROVES**

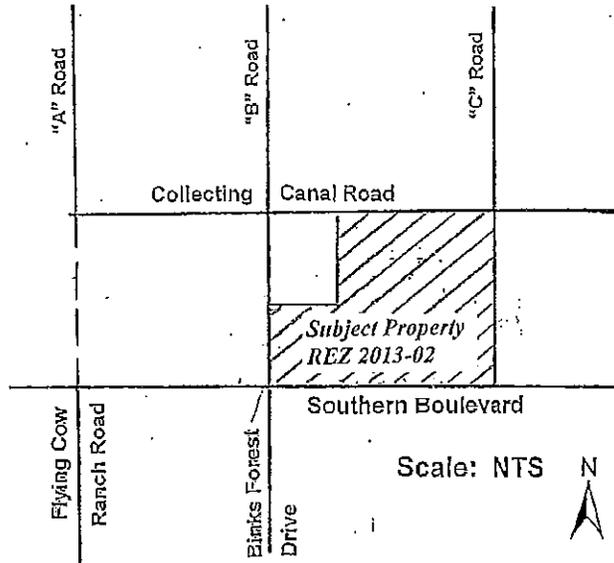
**ORDINANCE NO. 2013-010**

**LOCATION MAP:**

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2013-010

LOCATION MAP:



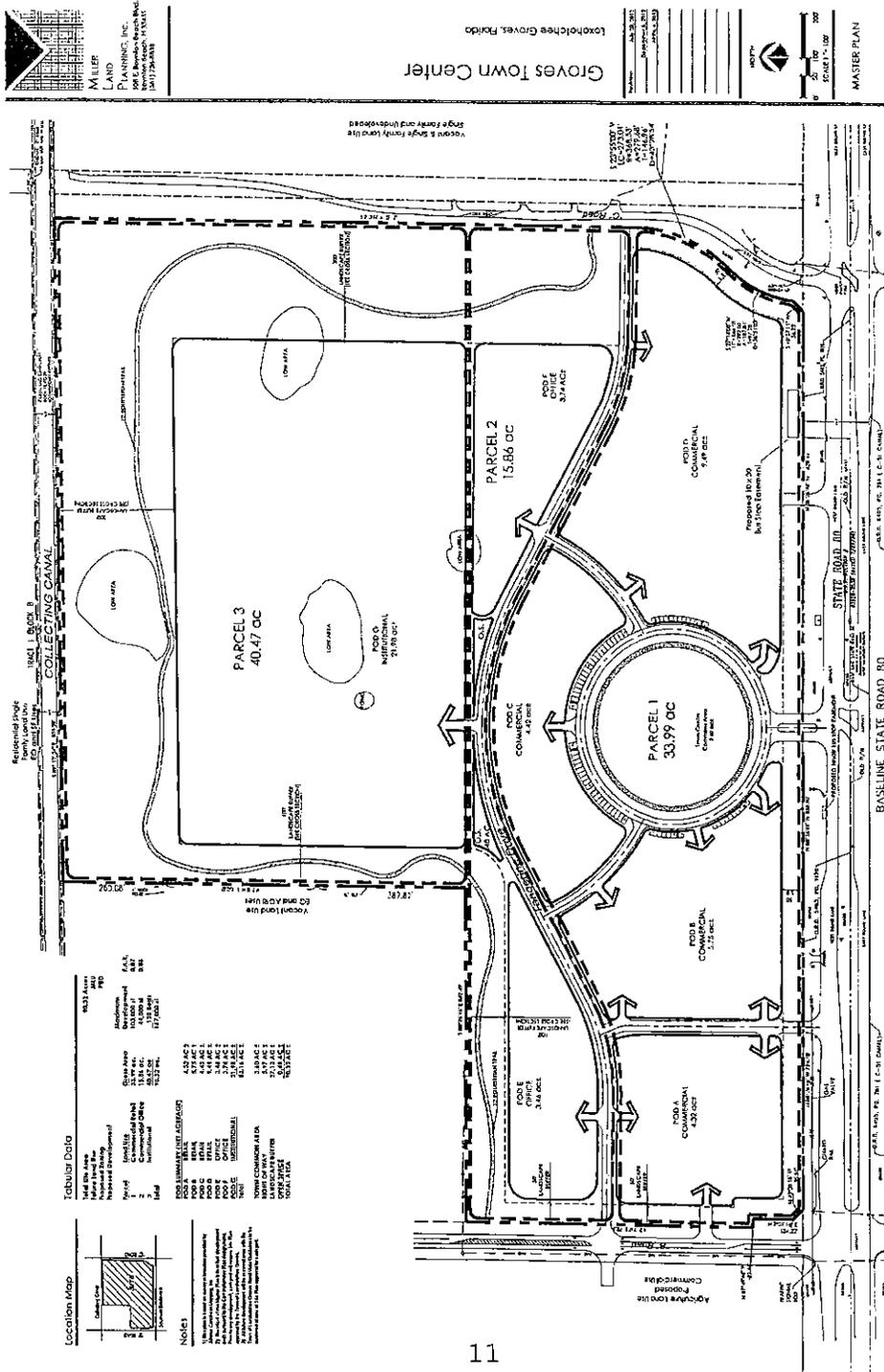
**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2013-010**

**EXHIBIT B**

**GROVES TOWN CENTER  
CONCEPTUAL MASTER PLAN AND CONDITIONS OF APPROVAL**

# ATTACHMENT B - GROVES TOWN CENTER CONCEPTUAL MASTER PLAN



REZ 2013-02  
Groves Town Center MLU/PUD Rezoning  
January 10, 2015

**TOWN OF LOXAHATCHEE GROVES**

**ORDINANCE NO. 2013-010**

**GROVES TOWN CENTER  
CONCEPTUAL MASTER PLAN – APRIL 4, 2013**



## TOWN OF LOXAHATCHEE GROVES

### ORDINANCE NO. 2013-010

#### GROVES TOWN CENTER CONDITIONS OF APPROVAL

##### A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. Final site plans shall conform to the Conceptual Master Plan dated April 4, 2013 and the Statement of Use included as Attachment J2 of the MLU/PUD Rezoning Application REZ 2013-02, dated August 22, 2012. Any modifications to the approved Conceptual Master Plan or Statement of Use must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are required for compliance with the ULDC.

3. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code.

4. Prior to submitting the initial site plan approval application and all subsequent site plan applications, the Applicant shall contact Palm Tran to obtain written confirmation regarding the need for a bus stop on Southern Boulevard. Palm Tran's response shall be included in the site plan application.

##### B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 103,000 sq. ft. of commercial low uses, 44,000 sq. ft. of commercial low professional office and medical office uses, and a 128-bed assisted living facility, consistent with the Conceptual Master Plan dated April 4, 2013.

2. A separate site plan pursuant to ULDC Article 155 for the 300-foot wide buffer areas along the northern and eastern property boundaries, including the location of equestrian trails, shall be submitted concurrently with, or a component of, the site plan for the first phase of development.

3. A Conservation Easement, Restrictive Covenant or Deed Restriction, as determined by the Town Council, limiting the use of the 300-foot wide buffer areas along the northern and eastern property lines, as indicated on the Conceptual Master Plan dated April 4, 2013, to conservation and equestrian trail uses, shall be approved by the Town and recorded with the Palm Beach County Clerk of Courts prior to receiving the first project building permit. On or before the time of the recording of the plat for Pods E and F as depicted in the Conceptual Master Plan dated April 4, 2013. The Easement, or Deed Restriction, or Restrictive Covenant shall include but is not limited to an approved landscape plan and buffer management plan.

4. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.

## TOWN OF LOXAHATCHEE GROVES

### ORDINANCE NO. 2013-010

5. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

#### C. ENGINEERING

1. In order to comply with the Mandatory Traffic Performance Standards in place at the time of this approval, no building permits for the site shall be issued after December 31, 2017. A time extension for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

2. Building Permits for more than 14,600 sq. ft. of general office, 21,000 sq. ft. of medical office, and the 128 unit congregate care facility (or development generating an equivalent number of external PM peak hour outbound trips, as approved by the County Engineer) shall not be issued until the Property Owner makes a proportionate share payment to the Palm Beach County Board of County Commissioners to pay for its proportionate share of the required improvement to widen Southern Blvd. from a 4-lane divided highway to a 6-lane divided highway from ¼ mile west of Big Blue Trace to the existing 6-lane section east of Palms West Parkway. The proportionate share payment shall be 7% of the total cost to construct the additional eastbound lane and 5.3% of the total cost to construct the westbound lane. The amount of the proportionate share payment shall be calculated at the time of payment based on the best estimate of the total cost of the required improvement as approved by the County Engineer.

3. Building Permits for more than 21,000 sq. ft. of retail, 23,000 sq. ft. of general office, 21,000 sq. ft. of medical office, and the 128 unit congregate care facility (or development generating an equivalent number of total PM peak hour outbound trips, as approved by the County Engineer) shall not be issued until construction commences for a second west approach left turn lane (and appropriate receiving lanes) and an exclusive north approach left turn lane, through lane and right turn lane at the intersection of Southern Blvd. and B Road. Construction shall include any required signal modifications in conjunction with the roadway improvements, and may also include installation of mast arms. "Construction commences" is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

4. Acceptable surety for the design, right of way acquisition, the construction engineering and inspection costs, as well as the construction for the offsite road improvements as outlined in Condition No. 3 shall be posted with the County Traffic Division prior to or within six months of Development Order Approval. Surety in the amount of 110% shall be based upon a Certified Cost Estimate provided by the Developer's Engineer and approved by the County Engineer. At any time during the duration of the surety the County Engineer shall have the authority to determine that sufficient progress has not been made for any and all required work. In the event such a determination is made, Palm Beach County shall have the right to request funds be drawn for the surety (surety drawn) and Palm Beach County may then complete all required work. The County Engineer shall also have the authority to require that the surety amount be updated to reflect current anticipated costs at any time during the duration of the surety.

5. No Building Permits shall be issued until construction commences for a north approach exclusive left turn lane and shared through/right turn lane on B Road at Southern Boulevard. Construction

## TOWN OF LOXAHATCHEE GROVES

### ORDINANCE NO. 2013-010

commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

6. No Building Permits shall be issued until construction commences for a north approach left turn lane on B Road at the project's first access connection north of the terminus of the traffic separator. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

7. B Road shall be constructed as a 2-lane paved roadway, including a traffic separator, from Southern Boulevard north to the B Road entrance to Palm Beach State College, according to the terms of the ~~three party agreement~~ B Road Improvement Agreement dated November x, 2013 2014 TOWN ("B Road Agreement) between the property owner, Palm Beach State College and the owner of the Loxahatchee Groves Commons property. Prior to becoming effective, the "B Road Agreement" shall be approved by the Loxahatchee Groves Town Council.

8. Funds in lieu of construction of B Road as a 2-lane OGEM roadway surface between the northern terminus of the 2-lane paved roadway, including Collecting Canal bridge/culvert improvements, to Okeechobee Boulevard, ~~shall~~ may be deposited in an escrow account according to the terms of the ~~three party agreement dated November x, 2013~~ "B" Road Agreement between the property owner, Palm Beach State College and the owner of the Loxahatchee Groves Commons property. Construction of this section of "B" Road shall be subject to the requirements of the Town of Loxahatchee Groves. TOWN

9. Construction of paved roadway improvements cited in Condition C.7, above, shall be concurrent with the paving and drainage improvements for the site, Palm Beach State College, or Loxahatchee Groves Commons, whichever occurs first. Any and all costs associated with the construction shall be paid according to the terms established in the ~~above referenced agreement with Palm Beach State College and the Owner of the Loxahatchee Groves Commons property~~ "B" Road Agreement. These costs shall include, but are not limited to, utility relocations and acquisition of any additional required right-of-way. Construction shall be completed prior to the issuance of the first Certificate of Occupancy.

10. Construction pursuant to Condition C.8 shall be according to a schedule established by the Town. Any and all costs apportioned to the Project shall be paid to ~~an escrow account established for this purpose~~ according to the terms established in the ~~above referenced agreement with Palm Beach State College and the Owner of the Loxahatchee Groves Commons property.~~ "B" Road Agreement. Costs, assuming construction on the existing unpaved roadway section, shall include roadway design, permitting, construction and inspection.

11. C Road shall be constructed as a continuous 2-lane paved roadway between Southern Boulevard and Tangerine Drive in conjunction with the development of Pod D or F, whichever occurs first.

12. Any future request to modify Conditions C.1 – C.3 must be based upon an approved Traffic Study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

13. Any future realignment of either or both of the "B" Road access drives, as indicated on the Conceptual Master Plan, shall require approval by the Town's Consulting Engineer.

## TOWN OF LOXAHATCHEE GROVES

### ORDINANCE NO. 2013-010

#### D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. In conjunction with an initial site plan application for any development parcel or pod, the property owner shall submit a Landscape Plan application to the Town for review and approval pursuant to ULDC Article 85.

3. Prior to any land clearing activities, a wetlands determination shall be procured from the South Florida Water Management District and/or U.S. Army Corps of Engineers. Any proposed impacts upon jurisdictional wetlands shall require permits or authorizations from the South Florida Water Management district or U.S. Army Corps of Engineers.

4. Prior to the permitting of any land clearing, development or earthmoving activities, a Phase I Archaeological Survey of the property shall be completed.

5. Native plants shall be retained to the extent possible.

#### E. ROADWAY EQUESTRIAN TRAILS AND GREENWAYS

1. The equestrian trails depicted on the Master Plan are conceptual. Final trail locations shall be determined during the site plan approval process required in Condition B.2, and shall include a trail segment along Collecting Canal to facilitate Town-wide east-west connectivity. Existing fencing on the west side of "C" Road shall be removed to allow access to the trail within the 300 foot buffer areas depicted on the Conceptual Master Plan

2. The equestrian trail depicted on the Conceptual Master Plan shall include an equestrian bridge at the intersection of Collecting Canal and "C" Road to facilitate Town-wide north-south connectivity.

3. As part of the joint traffic improvements effort detailed in Section C:

(a) Equestrian traffic control devices shall be installed at points where trails cross "B" Road and/or Collecting Canal. The type and locations of such devices shall be addressed in the ~~three-party agreement~~ "B" Road Agreement per Condition C.9.

(b) "Local traffic only" signage, as addressed in the "B" Road Agreement, shall be placed on "B" Road north of the Palm Beach State College entrance.

(c) The feasibility of adding signage on Okeechobee Boulevard directing westbound vehicles travelling to Palm Beach State College to turn south on Crestwood Boulevard or Folsom Road shall be addressed in the three-party agreement per Condition C.8. If feasible, the

## **TOWN OF LOXAHATCHEE GROVES**

### **ORDINANCE NO. 2013-010**

owner of Groves Town Center, along with Palm Beach State College and the owner of the Loxahatchee Groves Commons property shall share any associated costs of placing and constructing the signage.

4. Fencing shall be incorporated on the initial site plan to separate the equestrian trails from assisted living facility buildings and parking areas, as necessary. Also, shade trees shall be incorporated along the trail route.

5. Equestrian trails shall comply with the Town design and sign guidelines.

#### **F. ARCHITECTURAL**

The architectural elevations for included buildings, as well as a theme for the entire Groves Town Center development, shall be submitted simultaneously with the application for initial site plan approval. Elevations shall be designed to be consistent with the Town's Rural Vista Guidelines. Architecture in all development phases shall be consistent with the architectural elevations included as part of the initial site plan approval.

#### **G. SIGNAGE**

The initial site plan submittal for any development parcel or pod shall include a master sign program detailing the location, number, colors and size of proposed signage.

#### **H. PUD WAIVERS**

1. The Applicant may propose, and the Town Council may consider waivers to standard and handicapped parking minimum space requirements during the site plan approval process for a specific development parcel or pod.



**Item 7.a.b.c.d.e.**

**RESOLUTIONS**

**Resolution No. 2015-05: Loxahatchee Groves Site Plan**

**Resolution No. 2015-09: Big Dog Ranch**

**Resolution No. 2015-08: B Road**

**Resolution No. 2015-11: Chamber Land**

**Resolution No. 2015-12: Chamber Building**

# Town of Loxahatchee Groves, FLORIDA

## Town Council AGENDA ITEM REPORT

### AGENDA ITEM No. 7.a.

MEETING DATE: February 17, 2015

**PREPARED BY:** Jim Fleishmann, Planner

**SUBJECT:** Proposed Site Plan SP 2014-02 Approval for Loxahatchee Groves Commons

#### **1.BACKGROUND/HISTORY**

**Problem Statement:** The applicant has requested Site Plan approval for Loxahatchee Groves Commons. The assignment of a Commercial Low Planned Unit Development (CL/PUD) zoning designation to implement the previously assigned CL FLU designation is to be considered earlier at the January 20, 2015 Council meeting.

**Problem Solution:** Consider approval of Resolution 2015-05. The resolution may only be considered if Ordinance 2013-09 is approved on Second Reading earlier in the meeting.

#### **2.CURRENT ACTIVITY**

The PZB at its meeting on December 18, 2014 recommended approval of application SP 2014-02

#### **3.ATTACHMENTS**

1. Staff Report SP Application 2014-02
2. Resolution 2015-05

#### **4.FINANCIAL IMPACT**

SP Application 2014-02 is funded by the Applicant through the Town's Cost Recovery System.

#### **5.RECOMMENDED ACTION**

Approval of Resolution 2015-05.

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2015-05**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE LOXAHATCHEE GROVES COMMONS SITE PLAN, FOR LAND OWNED BY ERNEST G. SIMON, AS TRUSTEE OF TRUSTS "A" AND "B" U/W/O ALEXANDER ABRAHAM SIMON, CONSISTING OF 21.73 ACRES MORE OR LESS, LOCATED AT THE NORTHWEST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council, on January 20, 2015, adopted Ordinance 2013-09 approving the rezoning of the property from the Agricultural Residential (AR) zoning district to Commercial Low Planned Unit Development (CL/PUD), including the Final Conceptual Master Plan and Final Conditions of Approval ; and.

**WHEREAS**, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida ("Town"), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider applications relating to site plans for development on property within the Town; and

**WHEREAS**, the Council, pursuant to Article 2 (Development Review Process) of the Town of Loxahatchee Groves Unified Land Development Code is authorized and empowered to consider, approve, approve with conditions or deny site plans; and

**WHEREAS**, the notice and hearing requirements, as provided for in Article 2 of the Town of Loxahatchee Groves Unified Land Development Code have been satisfied; and

**WHEREAS**, the Town Planning and Zoning Board (P&Z Board), at its meetings of June 13, 2013 and August 14, 2014 recommended approval of the Loxahatchee Groves Commons Site Plan Application SP 2014-02; and

**WHEREAS**, the Loxahatchee Groves Commons Site Plan Application SP 2014-02, was presented to the Town Council at a quasi-judicial public hearing conducted on January 20, 2015; and

**WHEREAS**, the Town Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of Town staff and Town P&Z Board; and

**WHEREAS**, this approval is subject to Article 2.E (Monitoring) of the Town of Loxahatchee Groves Unified Land Development Code (Town ULDC) and other provisions requiring that development commence in a timely manner.

**NOW, THEREFORE**, be it resolved by the Town Council of the Town of Loxahatchee Groves as follows:

**Section 1.** Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

**Section 2.** The Town Council has considered the findings in the staff report dated January 10, 2015 and Town Planning and Zoning Board recommendation and makes the following findings of fact:

1. This Site Plan is consistent with the Final Conceptual Master Plan approved by the Town Council in Town Ordinance 2013-09.
1. This Site Plan is consistent with the purposes, goals, objectives and policies of the Town of Loxahatchee Groves Comprehensive Plan, including standards for building and structural intensities and intensities of use.
2. This Site Plan as presented in Exhibit C hereto, complies with relevant and appropriate portions of applicable Town of Loxahatchee Groves land development regulations. This Site Plan, along with conditions of approval, as adopted and presented in Exhibit D hereto, complies with standards imposed on it by all other applicable provisions of the Town ULDC. The Town Council finds the conditions, as presented in Exhibit D hereto, to be reasonable, and rationally related to the proposed development, and consistent with the Town’s character.
3. This Site Plan and Statement of Use, as presented in Exhibit C hereto, along with conditions of approval, as adopted and presented in Exhibit D hereto, are compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development.
4. The proposed design, with conditions as adopted and presented in Exhibit D hereto, minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands.
5. This Site Plan and Statement of Use, as presented in Exhibit C hereto, along with conditions of approval, as adopted and presented in Exhibit D hereto, minimize environmental impacts, including but not limited to water, air, storm water management, wildlife, vegetation, wetlands and the natural functioning of the environment.
6. This Site Plan and Statement of Use, as presented in Exhibit C hereto, along with conditions of approval, as adopted and presented in Exhibit D hereto, will result in logical, timely and orderly development patterns.

**Section 3.** The Town of Loxahatchee Groves Unified Land Development Code requires that the action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves the Loxahatchee Groves Commons Site Plan SP 2014-02 for the parcel of land legally described in EXHIBIT “A”, attached hereto and made a part hereof, and generally located as shown on a vicinity sketch as indicated in EXHIBIT “B”, attached hereto and made a part hereof. A copy of the Site Plan, subject to the approved conditions presented in Exhibit D, is attached hereto as Exhibit C and made a part hereof.

**Section 4.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 6.** This Resolution shall become effective upon adoption.

*[The remainder of this page intentionally left blank.]*

**RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 20th Day of January, 2015.**

ATTEST:

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

\_\_\_\_\_  
Janet K. Whipple, Town Clerk

\_\_\_\_\_  
Mayor David Browning

\_\_\_\_\_  
Vice Mayor Ron Jarriel

\_\_\_\_\_  
Council Member Tom Goltzené

\_\_\_\_\_  
Council Member Ryan Liang

\_\_\_\_\_  
Council Member Jim Rockett

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Town Attorney



**EXHIBIT A**

**LEGAL DESCRIPTION AND LOCATION MAP**

**The following Legal Description is applicable to Resolution 2015-05:**

Parcel Control Number: 41-41-43-31-09-000-0020

LOT 2, SIMON TRUST BOUNDARY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

**LOCATION MAP**

**EXHIBIT A**

**LEGAL DESCRIPTION AND LOCATION MAP**

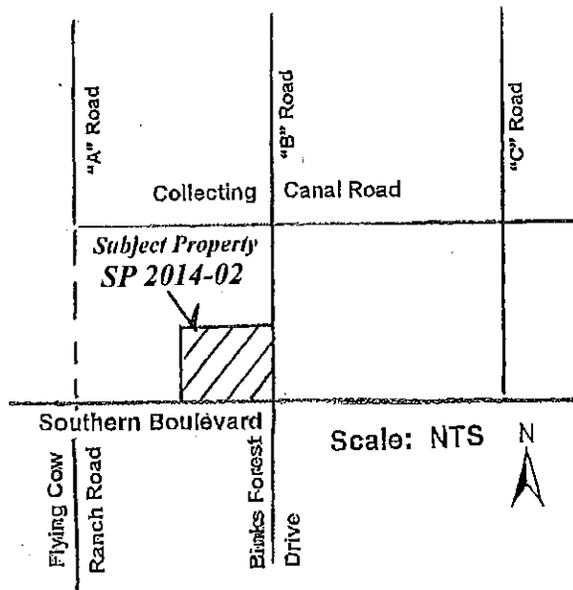
**The following Legal Description is applicable to Resolution 2015-05:**

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LOT 2, SIMON TRUST BOUNDARY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

**LOCATION MAP**



**EXHIBIT B**

**LOXAHATCHEE GROVES COMMONS FINAL SITE PLAN 2014-02**



**EXHIBIT C**  
**LOXAHATCHEE GROVES COMMONS FINAL SITE PLAN: SP 2014-02**  
**STATEMENT OF USE**  
 July 22, 2014

**APPLICANT'S STATEMENT OF USE**

The request of the proposed amendment is to modify +/-21.73-acres from the current AR (Agricultural Residential) Zoning designation to Planned Commercial Development (PCD). Loxahatchee Groves Commons has been designed to enhance and preserve the rural character of the area and promote economic development in the Town through the placement and design of each proposed use.

Concurrent with this rezoning request is the creation of the Planned Commercial Development (PCD) district. The intent of the PCD district is to allow for creative use of land resulting in quality development. The PCD district will encourage ingenuity and imagination with an intent to promote sustainable development, creates logical street and transportation networks, preserves the natural environment, enhances the built environment, provides services to the community and minimizes impacts on the surrounding areas through the use of flexible and innovative land development techniques. The subject property has been designed to be consistent with the proposed PCD Zoning requirements.

The location for the requested PCD Zoning designation is the most appropriate location for commercial retail uses, as it is located at the corner of a major intersection with a State SIS roadway, and located across B Road from a proposed commercial and office project located on the east side of B Road. This will create a node of community-serving uses at a logical intersection. The planned western campus of the Palm Beach State College will wrap around the west and north sides of the site as well with cross access being proposed to the campus's main entrance from Southern Boulevard. In addition, B Road connects to Binks Forest Drive to the south. The proposed commercial retail uses have been designed to promote economic development and create jobs within the Town of Loxahatchee Groves.

The subject property has been designed to locate a lake tract along the northern boundary, adjacent to the future Palm Beach State College western campus and to cluster the uses along the high traffic area of Southern Boulevard. The applicant has previously made changes to the master plan pursuant to comments received at the Planning and Zoning Board Meetings. These changes addressed the two previous main concerns of parking space sizes and circulation. Further changes have evolved with the current layout which also further the ease of circulation, cross connection with the neighboring college, and access between users on the site.

One of the changes made was to relocate the community park to be adjacent to the lake and project entrance. The location has been modified slightly to help the circulation for the center, while keeping the park area in a prominent location. In addition, the applicant is also proposing an equestrian trail around the lake providing an additional amenity for the community. The applicant has also been working with their anchor tenants to provide safer access from B Road and better vehicular circulation throughout the property. Along with these changes, one of the most important changes was to create better visibility to ensure the project is viable. This was accomplished by pulling the entire development and all buildings closer to Southern Blvd. The proposed revisions are being made to create a better site plan for the community and the customers who will be frequenting the proposed businesses.

All exotic vegetation will be removed from the subject property. In addition, the subject property has been designed with a 10' landscape buffer along the western boundary of the property and a 15'

landscape buffer along the southern boundary of the property.

### **STATEMENT OF INTENT TO SUBDIVIDE**

The subject property is consistent with the provisions of ULDC Article 41.1.E.4.b. The development plan has been designed to allow subdivision of the outparcels (Buildings D, E, F, & G) by fee title conveyance of these internal lots, upon approval of the Town Manager. Each of these outparcels have been designed to be consistent with the requirements of Article 41.1.E.4.b.

### **STATEMENT OF ACKNOWLEDGEMENT OF THE DELINEATION OF NATIVE VEGETATION TO BE PRESERVED**

Pursuant to the Town's comprehensive plan and land development regulations, the applicant is proposing to cluster the commercial development on the +/-21.73-acres located at the corner of the intersection of B Road and Southern Boulevard. The majority of the first +/-300' into the property along the frontage of Southern Boulevard has been used for grazing thus is not heavily vegetated. However, the portion further into the development does include an area of pines, oaks, sabal palms, other native species and exotic plants such as Brazilian Pepper. This area lies mostly where the applicant is proposing a lake to be consistent with South Florida Water Management regulations such as compensating storage and retention requirements for the property which equates to approximately 6.5 acres of required area. The lake was located on the Northern third of the property to help buffer and transition into the PBSC property to the north and west. The applicant is proposing to cluster the commercial area as close to Southern Boulevard and B Road as possible to be consistent with the Town's comprehensive plan and land development regulations. It is important to note that most of the native plant material would fall under the retention area and thus not being suitable for preservation. The areas in and around the development area will also be re-graded to meet SFWMD drainage requirements and keep the site and off-site areas from flooding. Lastly, the applicant has provided several open space areas and perimeter buffer's where trees could be preserved however most of these areas are encompassed by brazilian pepper and not native vegetation. The applicants intends on removing all exotic vegetation from the open space areas and install new, healthy native vegetation and will utilize any existing sabal palms if they are able to be relocated from the proposed lake area.

### **BUFFER DETAIL FOR ANY PROPERTY LINE ADJACENT TO A RESIDENTIAL ZONING DISTRICT**

This requirement is not applicable due to the commercial property bordering the future Palm Beach State College Property. The applicant has provided landscape buffers on the master plan/site plan which will be stripped of all exotic plant material and re-planted with native vegetation.

**EXHIBIT D**  
**FINAL SITE PLAN CONDITIONS OF APPROVAL**

**GENERAL**

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.
2. The Final Conditions of Approval of Town Ordinance 2013-09 (Ref: Exhibit E) which assigned a Commercial Low Planned Unit Development (CL/PUD) zoning designation to the site, are adopted and incorporated herein.
3. Development of the site is limited to the uses approved by the Town of Loxahatchee Groves in Exhibit C (Loxahatchee Groves Commons Final Site Plan and Statement of Use) of Resolution 2015-05. The approved Final Site Plan is dated December 12, 2014. The approved Statement of Use is dated July 22, 2014. All modifications to the approved Final Site Plan and/or Statement of Use must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are in accordance with the ULDC, as determined by the Town Manager.
4. Prior to submittal of any building permit applications for processing by Palm Beach County, the Town Manager shall review and approve the following plans for consistency with the approved Final Site Plan and Statement of Use: Site Plan, Landscape Plan, Floor Plans, and Photometric Plan.

**ARCHITECTURAL**

1. Building sidings and signs materials shall mimic wood lap siding
2. Trim shall be applied at the corners of buildings
3. Wall breaks on the larger buildings shall be enhanced by using arcades, banding, dormers and projections
4. Continuous arcades (porch) shall be used as a means of creating human scale along the fronts of buildings
5. Metal roofing shall be used on all buildings
6. Dormers, mansard and other vertical elements shall be used to break up the roof line
7. Integration of complex window elements on buildings
8. Mechanical and service areas shall be screened from public view

9. Signage structures shall mimic building architecture
10. Split Rail Fencing shall be used around the Equestrian Path

### **ENGINEERING**

1. Consistent with the Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no building permits for the site shall be issued after December 31, 2017. A time extension for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request.
2. "B" Road right-of way conveyance shall be accomplished pursuant to the Final Conditions of Approval of Town Ordinance 2013-09 (Ref: Attachment E).
3. The Property Owner shall participate in the "B" Road improvements program pursuant to the Final Conditions of Approval of Town Ordinance 2013-09 (Ref: Attachment E).

### **LAND CLEARING AND LANDSCAPING**

1. Any land clearing activities shall comply with the permit requirements of Article 87 "Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal" of the Loxahatchee Groves Unified Land Development Code. Included in the required land clearing permit application, a "Created Ecological Community Installation and Management Plan" shall be submitted for the 0.72 acre "Reserve/Passive Park to satisfy the requirements of ULDC Section 85-025 (C) *"Preserved/created ecological communities."*
2. Project landscaping shall conform to the Landscape Plan dated December 12, 2014.

### **EXTERIOR LIGHTING**

1. Exterior lighting shall comply with the Photometric Plan dated December 12, 2014 .
2. All exterior lighting shall be directed downward and contain shields to contain lighting within the property boundaries.

### **PALM TRAN**

1. Not Applicable.

### **PARKING AND LOADING**

1. All parking and loading shall occur on site as indicated on the approved Final Site Plan dated December 12, 2014.

## **SIGNS**

The number of monument signs shall be limited to the following:

1. Three outparcel free-standing signs with a maximum sign face of 60 sq. ft.
2. Three shopping center free-standing signs at the following locations: "B" Road entrance with a maximum sign face of 72 sq. ft.; Southern Boulevard entrance with a maximum sign face of 72 sq. ft.; and PBSC entrance off of Southern Boulevard, located at the cross-access drive with a maximum sign face of 16 sq. ft.

## **USE LIMITATIONS**

1. Bars and night clubs are prohibited.

## **UTILITIES AND SERVICES**

1. A Developer's Agreement shall be executed by the Property Owner and the Palm Beach County Water Utility Department and approved by the Town of Loxahatchee Groves for the provision of central water and wastewater service to the project prior to issuance of the first project building permit.
2. Solid waste collection and disposal shall be accomplished by contract between the Property Owner and a third-party hauler prior to issuance of the initial certificate of occupancy

**EXHIBIT E**  
**ORDINANCE 2013-09 REZONING FINAL CONDITIONS OF APPROVAL**  
**LOXAHATCHEE GROVES COMMONS**

**A. GENERAL**

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. Final site plans shall conform to the Site Plan (Final Conceptual Master Plan) dated December 12, 2014 and the Statement of Use dated July 22, 2014 and included as Attachment J2 of the CL/PUD Rezoning Application REZ 2013-01, or amendments thereto approved by the Town Council. Any modifications to the approved Conceptual Master Plan or Statement of Use must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are required for compliance with the ULDC.

3. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code.

4. Cross access shall be provided to the Palm Beach State College property, as indicated on the Final Conceptual Master Plan dated December 12, 2014, or amendments thereto approved by the Town Council.

5. Prior to submitting an initial final site plan approval application and all subsequent final site plan applications, the Applicant shall contact Palm Tran to obtain written confirmation regarding the need for a bus stop on Southern Boulevard. Palm Tran's response shall be included in the final site plan application(s).

**B. LAND USE AND SITE PLANNING**

1. Development of the site shall be limited to a maximum of 94,655 sq. ft. of commercial low uses consistent with the Final Conceptual Master Plan dated December 12, 2014.

2. Bars and night clubs are prohibited.

3. The initial site plan submitted for the development shall include the 5.40 acre Lake Tract Area, and 0.72 acre Preserve/Community Park, including an equestrian trail as shown on the Final Conceptual Master Plan dated December 12, 2014.

4. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.

5. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

### C. ENGINEERING

1. Consistent with Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no Building Permits, for the site shall be issued after December 31, 2017. A time extension for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

2. No Building Permits shall be issued until construction commences for a north approach exclusive left turn lane and shared through/right turn lane on B Road at Southern Boulevard. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

3. No Building Permits shall be issued until construction commences for a south approach left turn lane on B Road at the project's first access connection north of the terminus for the traffic separator. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

4. No Building Permits shall be issued until construction commences for east approach right turn lanes on Southern Boulevard at each of the project access connections. Construction commences is defined as awarding the contract for construction, the acquisition of all right of way and construction easements and the acquisition of all required permits.

5. B Road shall be constructed as a 2-lane paved roadway, including a traffic separator, from Southern Boulevard north to the B Road entrance to Palm Beach State College, according to the terms of the B Road Improvement Agreement dated January x, 2015 ("B Road Agreement") between the property owner, Palm Beach State College and the owner of the Groves Town Center property. Prior to becoming effective, the "B Road Agreement" shall be approved by the Loxahatchee Groves Town Council.

6. Funds in lieu of construction of B Road as a 2-lane OGEM roadway surface between the northern terminus of the 2-lane paved roadway, including Collecting Canal bridge/culvert improvements, to Okeechobee Boulevard, may be deposited in an escrow account according to the terms of the "B Road Agreement" between the property owner, Palm Beach State College and the owner of the Groves Town Center property. Construction of this section of "B" Road shall be subject to the requirements of the Town of Loxahatchee Groves.

7. Construction of paved road improvements cited in Condition C.5, above, shall be concurrent with the paving and drainage improvements for the site, Palm Beach State College, or Groves Town Center, whichever occurs first. Any and all costs associated with the construction shall be paid according to the terms established in the "B Road Agreement". These costs shall include, but are not limited to, utility relocations and acquisition of any additional required right-of-way. Construction shall be completed prior to the issuance of the first Certificate of Occupancy.

8. Construction pursuant to Condition C.6 shall be according to a schedule established by the Town. Any and all costs apportioned to the Project shall be paid to the Town of Loxahatchee Groves according to the terms established in the "B Road Agreement". Costs, assuming construction on the existing

unpaved roadway section, shall include roadway design, permitting, construction and inspection.

9. Any future request to modify Condition C.1 must be based upon an approved Traffic Study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

10. The northernmost project driveway along “B” Road shall be channelized and limited to right turn only traffic exiting the property.

11. Any future realignment of either or both of the “B” Road access drives shall require approval by the Town’s Consulting Engineer.

#### **D. LAND CLEARING AND LANDSCAPING**

1. Prior to any land clearing activities, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. In conjunction with an initial site plan application for any development parcel or pod, the property owner shall submit a Landscape Plan application to the Town for review and approval pursuant to ULDC Article 85.

3. Prior to any land clearing activities, a wetlands determination shall be procured from the South Florida Water Management District and/or U.S. Army Corps of Engineers. Any proposed impacts upon jurisdictional wetlands shall require permits or authorizations from the South Florida Water Management district or U.S. Army Corps of Engineers.

4. Prior to the permitting of any land clearing, development or earthmoving activities, a Phase I Archaeological Survey of the property shall be completed.

5. Native plants shall be retained to the extent possible.

#### **E. ROADWAY EQUESTRIAN TRAILS AND GREENWAYS**

1. The equestrian trail depicted on the Final Conceptual Master Plan shall include a connector along “B” Road, inside of the “B” Road right-of-way, to facilitate cross-access with the Palm Beach County State College property, as stated in the “B Road Agreement”.

2. As part of the joint traffic improvements effort detailed in Section C:

- (a) Equestrian traffic control devices shall be installed at points where trails cross “B” Road and/or Collecting Canal. The type and locations of such devices shall be addressed in the “B Road Agreement” per Condition C.6.
- (b) “Local traffic only” signage, as addressed in the “B Road Agreement”, shall be placed on “B” Road north of the Palm Beach State College entrance.
- (c) The feasibility of adding signage on Okeechobee Boulevard directing westbound vehicles travelling to Palm Beach State College to turn south on Crestwood Boulevard or Folsom Road shall be addressed in the “B Road Agreement” per Condition C.5. If feasible, the

applicant, along with Palm Beach State College and the owner of the Groves Town Center property shall share any associated costs of placing and constructing the signage.

3. Fencing shall be incorporated on the initial site plan to separate the equestrian trails from commercial buildings and parking areas, as necessary. Also, shade trees shall be incorporated along the trail route.

4. Equestrian trails shall comply with the Town design and sign guidelines.

**F. ARCHITECTURAL**

Architectural elevations for initial buildings, as well as a theme for the entire Loxahatchee Groves Commons development, shall be submitted with the application for initial site plan approval. Elevations for subsequent buildings shall be reviewed and approved by the Town Manager for consistency with said architectural theme. The Town Manager may refer subsequent building elevations to the Town Council for approval if he determines that an inconsistency with the approved architectural theme is proposed. Elevations shall be designed to be consistent with the Town’s Rural Vista Guidelines. Architecture in all development phases shall be consistent with the architectural elevations included as part of the initial site plan approval.

**G. SIGNAGE**

The initial site plan submittal for any development parcel or pod shall include a master sign program detailing the location, number, colors and size of proposed signage.

**H. PUD WAIVERS**

1. A waiver to Section 95-025: “*Size of parking spaces*” of the ULDC is granted, as follows: A minimum of eighty-six (86) spaces shall be provided at the standard parking space size of eleven feet by twenty-two and one-half feet (11.5’ x 22’) with twenty-eight foot (28’) wide drive aisles. The balance of the spaces shall be provided at a minimum ten feet by twenty feet (10’ x 20’) with drive aisles twenty-six feet (26’) in width.

2. A waiver to Section 25-010 (D) (1) “*Mobility and Storage*” of the ULDC is granted to allow outdoor display of merchandise for sale on a 24 hours per day basis only in the following locations: (a) The screened outdoor storage and display area adjacent to the Agricultural Indoor Sales Building (Building C); and (b) the unscreened outdoor display area located to the west of the screened outdoor storage and display area located across the drive aisle.

# Town of Loxahatchee Groves, FLORIDA

## Town Council AGENDA ITEM REPORT

### AGENDA ITEM NO. 7.b.

MEETING DATE: February 17, 2015

PREPARED BY: Jim Fleishmann, Planner

SUBJECT: Proposed Special Exception and Site Plan SP 2014-01 Approval for Big Dog Ranch

#### 1.BACKGROUND/HISTORY

**Problem Statement:** The applicant has requested Special Exception and Site Plan approval for Big Dog Ranch on a acre property located at the southeast corner of Okeechobee Boulevard and “D” Road.

**Problem Solution:** Consider approval of Resolution 2015-09, including the Conditions of Approval .

The Future Land Use Designation of the Property is Rural Residential 5 (RR 5) and the zoning designation is Agricultural Residential (AR). Rescued Animal Care Facilities are permitted uses in the AR District, subject to receiving Special Exception approval and compliance with Section 80-60 (Conditional Use criteria for Rescued Animal Care Facilities).

Big Dog Rescue is a non-profit 501(c) (3) corporation which intends to develop a no-kill facility to accept adoptable dogs from high-kill shelters throughout the southeast United States. Dogs will be rehabilitated, medically treated and sheltered until they are adopted, or permanently sheltered on-site due to age. The facility will also accept dogs directly from owners who can no longer care for them and offer emergency care services to the community at large.

The facility is to be developed on 33.16 acres in phases, with a 9.78 acre portion designated for future development. Development of this area will require a future Site Plan Amendment application. In total, the current Site Plan application represents 23.38 acres.

#### CURRENT ACTIVITY

The PZB at its meeting on January 22, 2015 discussed application SP 2014-01 and recommended approval by a 5 – 0 vote subject to the following additions/revisions to the Conditions of Approval:

1. The location of 0.99 acres of Preserve Area shall be identified on the Final Site Plan and included in the Phase 1 improvements.
- 2.2. A continuous solid opaque hedge, a minimum 4-feet high at installation, shall be required around the perimeter of the entire 33.16 acre property. All hedging shall be included as part of the Phase 1 improvements and permanently maintained at a height of 6-feet.
3. A minimum 6-foot high vinyl chain-link fence enclosing Phase 1, 2 and 3 facilities shall be included as part of the Phase 1 improvements.
4. The swing gates along D Road shall be located a minimum of 35 feet from the western property line

#### 3 ATTACHMENTS

1. Staff Report Special Exception and SP Application 2014-01
2. Resolution 2015-09

**4.FINANCIAL IMPACT**

Application SP 2014-01 is funded by the Applicant through the Town's Cost Recovery System.

**5.RECOMMENDED ACTION**

Approval of Resolution 2015-09.

**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL  
February 17, 2015**

**Staff Summary: Big Dog Ranch Special Exception and Site Plan Review**

**A. Site and Applicant Information**

<b>Project Name</b>	Big Dog Ranch Special Exception and Site Plan Approvals
<b>Project No.</b>	SP 2014-01
<b>Agent</b>	Lindsay Libbes, Land Design South
<b>Applicant</b>	Big Dog Ranch Rescue, Inc.
<b>Owner</b>	TLH 25 Villa, LLC
<b>Parcel Control No.</b>	41-41-43-17-01-411-0010 (1930 "D" Road); and 41-41-43-17-01-409-0010 (1810 "D" Road)
<b>Location</b>	Southeast corner of Okeechobee Boulevard and "D" Road
<b>Size (Acreage)</b>	33.16 acres
<b>Zoning</b>	AR Agricultural Residential
<b>Future Land Use</b>	Rural Residential 5 (RR 5)
<b>Existing Use</b>	Vacant/undeveloped
<b>Approved Use</b>	No prior approvals
<b>Proposed Use</b>	Rescued Animal Care (Permitted Use subject to Section 80-60 of the ULDC and Special Exception Approval)

**B. Adjacent Properties (Existing Use, Future Land Use and Zoning)**

<b>Land Use</b>	<b>North</b>	<b>South</b>	<b>East</b>	<b>West</b>
<b>Existing Use</b>	Okeechobee Blvd. followed by a tree nursery and vacant land	Landscape maintenance business	Palm Beach County Fire Rescue Station (R-75-530) and 2 residential lots	"D" Road followed by a tree nursery and vacant land
<b>Future Land Use</b>	RR 5 (Rural Residential 5)	RR 5 (Rural Residential 5)	RR 5 (Rural Residential 5)	RR 5 (Rural Residential 5)
<b>Zoning</b>	AR (Agricultural Residential)	AR (Agricultural Residential)	AR (Agricultural Residential)	AR (Agricultural Residential)

### C. Submitted Support Documents

Item	Content
Final Site Plan	Rescued Animal Care Facility; dated 12/30/2014
Justification Statement	Project description, and justifications for Special Exception and Site Plan Approvals; dated 12/30/2014
Architectural Plans/Elevations	Elevations and floor plans for the following: Main Visitor Building; Vet Building; Adoptable Dog House Building; Quarantine Building; and Maintenance Building.
Landscape and Tree Removal and Transplant Plans	Phases 1 - 3 plan, including tree inventory
Drainage Statement	Description of storm water system and legal positive outfall
Photometric Plan	Not Included
Traffic Statement	Consultant TPS evaluation; updated 11/26/2104
Environmental Assessment	Ecosystems descriptions, listed species and soils and conclusions; 8/12/2014
Conceptual Engineering Plan	On and off-site central water and sewer service plan; ; 12/20/2014

### D. Narrative Information

#### 1. Property History

The 33.16 acre property, located at the southeast corner of Okeechobee Boulevard and “D” Road in Loxahatchee Groves, consists of two parcels (20 acres and 13.16 acres respectively) that were jointly purchased in February 2014. Although the parcels currently have Single Family Use Code designations by the Palm Beach County Property Appraiser, they historically contained a tree nursery. Many of the trees remain on-site and most will be used for landscaping in the proposed Big Dog Ranch development. A vacated single-family home and nursery-related structures remain on the property. These structures will be demolished during construction of the Big Dog Ranch facility.

#### 2. Summary of Request

The Big Dog Ranch no-kill rescued animal care facility is to be developed on 33.16 acres in three phases, with a portion of Phase III (9.78 acres) designated for future development, as illustrated on the attached Final Site Plan. Final Site Plan approval for Phases 1 (13.07 acres), 2 (4.79 acres) and a portion of Phase 3 (5.52 acres) is currently proposed. Development of the balance of Phase 3 (9.78 acres) will require a future Site Plan Amendment application. In total, the current Site Plan application represents 23.38 acres.

Big Dog Rescue is a non-profit 501(c) (3) corporation which intends to develop the facility for the purpose of accepting adoptable dogs from high-kill shelters throughout the southeast United States. Once accepted, dogs will be rehabilitated and medically treated and sheltered until they are adopted, or permanently sheltered on-site due to

age. The facility will also accept dogs directly from owners who can no longer care for them and offer emergency care services to the community at large. The proposed Final Site Plan is presented in Exhibit "A". The following descriptions summarize each of the proposed development phases:

**Phase 1 (13.07 acres) – 31,388 sq. ft., including the following facilities:**

- Main Visitor Center (4,500 sq. ft.): Reception area for visitors and administrative offices.
- Veterinary Clinic (4,000 sq. ft.): Medical treatment facility, including surgery, spay/neuter and vaccinations, including evening and weekend emergency care services to local households.
- Animal Housing (14,592 sq. ft.): Main housing facility consisting of 4 wings with a central covered pavilion. Daily care is provided for approximately 250 dogs and 50 puppies, including feeding, cleaning and exercise. Each wing has its own fenced area and serves dogs by size (small. Medium and large).
- Puppy Land (1,848sq. ft.): Ten 168 sq. ft. building pods to house pregnant and/or nursing females and their puppies and a 168 sq. ft. support building. Each pod has a fenced area for exercise.
- Caretaker House (2,720 sq. ft.): Home for a live-in on-site facility manager.
- Intake Building (2,728 sq. ft.): All dogs are initially quarantined and screened and treated as necessary in this building to ensure that they are fit to be moved to other on-site facilities.
- Maintenance Building (1,000 sq. ft.): Houses tools, equipment and maintenance supplies.
- Other Phase 1 Facilities: A 1.50 acre retention lake and two fenced areas (agility course and play pool).

**Phase 2 (4.79 acres) – 15,528 sq. ft., including the following facilities:**

- Weimaraner World (4,024 sq. ft.): Specialized care and housing for the Weimaraner or other breeds that suffer from separation anxiety.
- Senior Sanctuary (3,142 sq. ft.): Housing, including four fenced areas, of senior dogs that are too old for adoption or have medical issues preventing adoption.
- Mausoleum/Sanctuary (862 sq. ft.)
- Other Phase 2 Facilities (7,500 sq. ft.): Open covered Education Pavilion to be used for educational classes for school-age children, dog training classes and fund-raising events, and a play pool.

**Phase 3 (5.52 acre portion) – 7,930 sq. ft.**

- Boarding/Housing Building (7,930 sq. ft.): Housing of guest dogs that need to be boarded, including four fenced areas.
- Other Phase 3 Facilities: Fenced play pool.

**E. Staff Finding and Recommendation**

Staff finds the proposed Final Site Plan consistent with the Town’s Comprehensive Plan, ULDC zoning requirements and Conditional Use, Special Exception and Site Plan criteria and recommends approval of Special Exception and Site Plan Approval Application 2014-01.

**F. Planning and Zoning Board (P&ZB) Recommendation:** At its January 22, 2015 meeting, P&ZB voted to recommend approval, subject to several Conditions of Approval revisions, by a 5 – 0 vote. Recommended revisions have been included in the proposed Conditions of Approval (Ref: Attachment B).

**G. Staff Review Summary**

**1. Adjacent Land Uses**

Direction	Uses	Potential Issues
North	Okeechobee Blvd (110’ R.O.W.) followed by a tree nursery and vacant land	Noise. Addressed in Conditions of Approval
South	Landscape maintenance business	Noise. Addressed in Conditions of Approval
East	Palm Beach County Fire Rescue Station (R-75-530) and 2 residential lots	Noise. Addressed in Conditions of Approval
West	“D” Road (60’ R.O.W.) followed by followed by a tree nursery and vacant land	Noise. Addressed in Conditions of Approval

**2. Infrastructure Impacts**

Infrastructure Service	Summary
Water/wastewater	Property can be served by County central water/wastewater along Okeechobee Boulevard. Letter from County provided indicating water, water reuse water and wastewater lines adjacent to property. Reclaimed Water Development Agreement will be required to reserve capacity for irrigation. A Conceptual Engineering Plan has been provided indicating tie-in locations to the existing wastewater force main and potable water main on Okeechobee Boulevard and the on-site collection and distribution systems.
Surface Water Management	Drainage Statement provided. On-site storm water will be collected in a system of catch basins, storm drainage pipe and swales directed to the existing on-site lake to be used for water quality, retention and detention. Legal positive outfall provided by discharge into the existing “D” Road Canal. Storm drain system indicated on Conceptual Engineering Plan
Solid Waste Disposal	Solid Waste Authority letter confirms disposal capacity available. Applicant must execute contract with private hauler for collection.
Transportation	Traffic Statement Provided. The Applicant’s Traffic Engineer has concluded that less than 19 peak-hour trips will be generated therefore complying with the PBC TPS Ordinance.
Parks and Recreation	Not Applicable – Commercial land use and zoning
Public Schools	Not Applicable – Commercial land use and zoning
FIRE/EMS	Letter from Palm Beach County Fire/Rescue indicating an estimated response time less than the average for the nearest station.

### 3. Environment

Item	Summary
Natural Resources	The applicant has submitted an Environmental Assessment and Phase 1 Environmental Assessment for the area encompassing Phases 1 and 2 of the property. No native upland habitats are identified, although some native trees will be removed or relocated. No wetlands are identified. Two ponds are located on-site, likely classified as Other Surface Waters by SFWMD and Waters of the State by the USA Corps of Engineers (COE). Filling of a pond could require COE permit. No listed protected species were witnessed during a site visit. The Phase 1 concluded no evidence of: (1) the release of hazardous wastes from current or past activities; or (2) environmental concerns from on-site activities.
Historical Resources	According to Staff records there are no historical or cultural resources on the property listed on the Florida Master Site File or the National Register of Historical Places.
Flood Zone	Zone X-500, per Map # FLU 1.5 of the Comprehensive Plan. Zone X-500 is generally the area between the limits of the 100-year and 500-year flood.

### 4. Comprehensive Plan and Zoning Consistency

Proposed SP 14-1 is consistent with the Comprehensive Plan

- The current Future Land Use Map designation of the property is Rural Residential 5 and no change is proposed
- The current Zoning Map designation of the property is Agricultural Residential (AR) and no change is proposed.
- The proposed rescued animal care facility is a permitted use within the AR zoning district subject to meeting the conditions of Article 80 (i.e. Section 80-60 *Rescued Animal Care*) and receiving Special Exception approval, per Article 170 of the ULDC.

### 5. Zoning Requirements: AR Zoning District Regulations

Regulation	Standard	Property Complies?
Minimum lot size	10 acres - ULDC Section 80-060(A)	Yes – 33.16 acres
Frontage and Access	ULDC Section 100-35: legal access from a publically dedicated street	Yes – Proposed access to Okeechobee Blvd. and “D” Road
Minimum frontage/width	200 feet	Yes – 1,293 ft. on Okeechobee Blvd.
Minimum depth	200 feet	Yes - 1,114 feet
Maximum Floor-Area-Ratio	0.15	Yes (Phases 1, 2 and 3 (portion) 54,846 sq. ft. on 23.38 acres = 0.054 F.A.R.

<b>Regulation (continued)</b>	<b>Standard</b>	<b>Property Complies?</b>
Maximum building and roofed structures lot coverage	15%	Yes – 5.4% (Same as F.A.R.)
Front setback	100 feet	Yes – 122 feet
Side setback	50 feet	Yes – 200 feet
Side street setback	80 feet	Yes – 124 feet
Rear setback	50 feet	Yes – 85 feet
Minimum pervious area	70%	Yes – 85%
Maximum building height	35 feet	Yes – 35 feet

## 6. ULDC Section 80-60 Conditional Use Criteria

A rescued animal care petition must comply with the following Rescued Animal Care facility Conditional Use criteria:

<b>Criterion</b>	<b>Compliance</b>
Section 80-060 (A) Minimum plot size of 10 acres	Phases 1, 2 and 3 (portion comprise 23.38 acres. Total site is 33.16 acres
Section 80-060 (B)(1) Veterinary services and dog boarding as accessory uses may be provided by a licensed veterinarian for adopted or previously adopted animals.	Condition of Approval
Section 80-060 (B)(2) Veterinary services and dog boarding as accessory uses may be provided by a licensed veterinarian to the public provided that the facility is located on and has access to an Urban Collector or Arterial Roadway.	Location on Okeechobee Blvd., an Urban Collector. Access to Okeechobee Blvd. provided
Section 80-60 © A facility may include an accessory caretaker's single-family unit.	Includes an accessory caretaker unit
Section 80-060 (D) shall comply with the following waste disposal standards: (1) PBC ECR 1 and ECR 2 and rules of FDEP, PBCHD and PBCSWA.	Condition of Approval
Section 80-060 (E) the number of dogs based upon square footage of the facility and PBC Animal Control Center regulations and indicated as a condition of approval of the Special Exception	Condition of Approval
Section 80-060 (F) Outdoor animal runs shall be located a minimum of 200 feet from a directly abutting residential zoning district, be hard surfaced or grassed with drains every 10 feet and be connected to a central or individual sanitary facility approved by the PBCHD	Fenced Dog Runs in Phases 1 and 3 a minimum of 200 feet from any AR district.

<b>Criterion (continued)</b>	<b>Compliance</b>
Section 80-060 (F) A minimum 6-foot high chain-link fence, including a continuous solid opaque hedge a minimum 4-feet high shall be required around outdoor runs.	Condition of Approval
Section 80-060 (F) Outdoor runs shall not be used earlier than 7:00 a.m. or later than 8:00 p.m. seven days per week	Condition of Approval
Section 80-060 (G) architecture shall be designed to reflect the Town's Rural Vista Guidelines (RVG)	RVG Features: Standing seam tin hip roof, windows with barn wood shutters, hard plank wood-like siding, covered porches with wood posts, limit of 2 rows of parking along Okeechobee Blvd., limited removal of native trees, heavily landscaped road frontages, Elevations and Architectural Renderings provided.

### **7. ULDC Article 85: Landscape Plan Requirements**

<b>Requirement</b>	<b>Response</b>
Section 85-025 (C) Plots of 2 acres or more shall preserve or create and maintain an ecological community of at least 3% of area of the property	Needs to identify 0.70 acre preserve for proposed Final Site Plan (23.38 acres) or 0.99 acre preserve for entire parcel.
Section 85-040 (D) (2) and (3) A tree survey, including trees to be removed or relocated, including proposed relocation sites	Provided in Landscape Plan: Summary: 1. Plant list (trees and shrubs) 2. Vegetation to be retained relocated or removed. 3. Required tree mitigation
Section 85-040 (D) (7) The location, including height, caliper and canopy spread of all landscape materials	Provided in Tree Survey and indicated on Landscape Plan.
Section 85-040 (E) Irrigation plan if irrigation system to be used	Condition of Approval
Section 85-050 (A) (1) No substances that prevent water percolation in areas not containing structures or paving	Calculated pervious area @ 85% - meets ULDC requirement of 70%.
Section 85-050 (A) (2) Primary structures treated with shrubs @ 2.5 foot height along 20% of the structure frontage	Primary structures treated with shrubs and hedges per Landscape Plan – meets requirement
Section 85-050 © Interior open space area defined and located @ 10% of the area of vehicular use areas, excluding landscape strip or perimeter buffers	Provided in Landscape Plan – meets requirement.

<b>Requirement (continued)</b>	<b>Response</b>
Section 85-050 (B) Meets interior open space tree and shrub requirements	Calculated in Landscape Plan – meets requirement
Section 85-050 (D) Dumpsters, mechanical equipment and electrical transformers screened	Dumpster screened per Landscape Plan – meets requirement
Section 85-050 (E) Signs screened	No monument signs proposed at this time. Condition of approval
Section 85-050 (F) Existing vegetation credit requested and calculated	Calculated per Landscape Plan – meets requirement
Section 85-055 (B) Landscape buffer along property line abutting AR District	20 feet provided on south and east property lines.
Section 85-050 (C) 15 foot vehicular use landscape strip (not counted as interior open space)	20 feet buffer provided on both Okeechobee Blvd. and “D” Road
Section 85-050 (C) (1) Vehicular use landscape requirements	Vehicular use areas provided with landscape islands per Landscape Plan – meets requirement
Section 85-065 Site distance requirements (Ref: ULDC Article 105)	25 foot corner clip provided at the D”D Road/Okeechobee Boulevard intersection.

## 6. ULDC Supplementary Requirements

### a. ULDC Article 90 Signs

<b>Allowed Signs</b>	<b>Response</b>
Sections 05-040 Permits required and 90-070 Sign permit requirements	Condition of Approval
<b>Section 90-040(B) Standards by sign type and zoning district (CL District shopping center or other multi-tenant center)</b>	
(1) Mandatory attached building identification (i.e. address) sign : 1 per structure or business @ maximum sign face of 4 sq. ft.	Condition of Approval
(2) Attached awning sign (optional): Maximum 1 per structure or business @ maximum sign face of 4 sq. ft.	None proposed
(3a) Outparcel or individual stand-alone building wall sign(s): 1 per building, 2 if corner location @ maximum sign face of 18 sq. ft. to 36 sq. ft. Applies to Buildings D, E and F.	To be determined at the time of Sign Permit Application per ULDC Section 90-070 requirements.
(4) Attached canopy sign: 1 per canopy or 2 per building which ever is less @ 16 sq. ft. to 24 sq. ft.	None proposed

<b>Allowed Signs (continued)</b>	<b>Response (continued)</b>
(5a) Outparcel or individual stand-alone building free-standing monument or panel sign(s): Primary sign - 1 per building @ maximum sign face of 60 sq. ft.; Drive-thru secondary sign @ maximum sign face of 12 sq. ft. Applies to Buildings D, E and F.	None proposed
(6) Real Estate or Project Sign (to be removed after sale or project completion) 1 per street frontage @ maximum sign face of 12 sq. ft.	None proposed
Sections 90-065 Landscaping around signage to meet the requirements of Section 85-050 Landscape design for interior open space	Not applicable.

**b. ULDC Article 95 Parking and Loading**

<b>Requirement</b>	<b>Response</b>
Section 95-010 Minimum parking space requirements – 51 spaces required. 2 handicap spaces required (Ref: Table 208.2 PBC ULDC – 2% of total)	144 spaces provided. 9 handicap spaces provided. Additional spaces provided for visitors and special events at Education Center.
Section 95-025 Size of parking spaces – Standard space = 11' x 22.5". Handicap space = 14' x 22.5'	Required standard spaces provided
Section 95-050 Minimum loading space requirements (i.e. for uses that receive materials by truck).	Loading area provided (2 @ Maintenance Building)
Section 95-070 Size of loading spaces – 12' x 45' with 14' vertical clearance	Loading area meets requirements

**7. ULDC Section 155-020: Substantive Requirements (Site Plan)**

<b>Criterion</b>	<b>Compliance</b>
Section 150-020 (A) Conformance to the approved and/or recorded plat, if applicable	The property consists of 2 lots (Tracts 9 and 11 of Block D) recorded on the Replat of Loxahatchee District Subdivision on 6/12/1925 (ORB 12, Page 29).
Section 150-020 (B) Consistency with the Loxahatchee Groves Comprehensive Plan	Yes – Refer to Section D, above.
Section 150-020 (C) Conformance with the Town of Loxahatchee Groves ULDC	Yes – Refer to Sections G1 to G11.
Section 150-020 (D) Conformity with the water control district's requirements and regulations.	Proposed drainage discharge "D" Road Canal. No LGWCD issues identified.

## 8. ULDC Article 170-025 Special Exception Review Standards

Standard (paraphrased)	Response
Section (A) (1) No detrimental impact to contiguous and proximate uses	ULDC requirements and Conditions of Approval will insure that potential impacts are minimized.
Section (A) (2) Compatible with existing uses on contiguous and proximate properties	The application of ULDC and Conditional Use requirements, coupled with a low (0.54) F.A.R and a 35-foot height limitation will insure compatibility.
Standard (paraphrased) (continued)	Response
Section (A) (3) Adequate screening and buffering for adjacent uses to address potential incompatibilities	Screening, buffering, landscaping, setbacks and separation requirements meet or exceed ULDC requirements.
Section (A) (4) Adequate parking and loading to be provided and access designed to minimally interfere with traffic on abutting streets	Proposed parking exceeds ULDC requirements. 25-foot corner clip aids visibility. Final Site Plan indicates loading area. Site access is through controlled gates limiting access during night hours.
Section (A) (5) Use will not cause detrimental environmental impact upon adjacent properties	Environmental Assessment and Phase 1 Environmental Assessments indicate no current environmental issues. Conditions of Approval will insure environmental compatibility.
Section (A) (6) Use will not cause detrimental effect upon vehicular, pedestrian or equestrian traffic	Peak-hour trips are estimated at 19 trips per day; a minimal impact upon vicinity roads. A 25-foot corner clip is planned for the Okeechobee Blvd/"D" Road intersection to maximize visibility.
Section (A) (7) Use will not utilize turning movements onto public roads or intersections that result in a public hazard	Access is from Okeechobee Boulevard and "D" Road. Vehicles travelling west on Okeechobee can access the property via the "D" road entrance.
Section (A) (8) The use will not have a detrimental on the future development of contiguous properties or the vicinity	The Final Site Plan indicates substantial screening and buffering and separation distances that will mitigate potential impacts.
Section (A) (9) The use will not create incompatible noise, lights, vibrations, fumes, odors, dust or physical activities, taking into account existing uses on contiguous properties or the vicinity	Required photometric plan and Conditions of Approval will ensure compatibility with neighboring properties. Site design, including the location of uses, buffering, setbacks, landscaping and separation distances, coupled with limited hours of operation will minimize noise impacts.
Section (A) (10) The use will not overburden public services and facilities	Infrastructure and services impacts discussed in Section G.2. indicate no significant impact.

## 9. Architecture (Discussion of Rural Vista Guidelines by Applicant)

The proposed development plans are consistent with the Rural Vista Guidelines as outlined below. The Applicant has considered these guidelines and applied the following design elements throughout the project. **(NOTE: EXAMPLES, IN 11" x 17" FORMAT, MAILED TO P&ZB MEMBERS UNDER SEPARATE COVER).**

- Areas of materials applied to mimic wood lap siding on the building and signs
- Trim at corners of buildings
- Breaks at larger building walls using arcades, banding and projections
- Use of the continuous arcade (porch) to keep the human scale along the fronts of buildings
- Use of metal roofing where applicable
- Use of vertical elements to bring down the scale of the buildings and break up the roof line
- Integration of complex window elements on buildings
- Screening of mechanical and service areas
- Use of Native Landscape material
- All exterior lighting directed downward with shields

## H. Compatibility

An inventory of land uses adjacent to the subject property is presented in Section B. All adjacent properties are assigned RR 5 future land use and AR zoning designations. Adjacent properties to the north (Okeechobee Boulevard) and west ("D" Road) lie beyond street rights-of way.

The adjacent properties to the north, beyond Okeechobee Boulevard, include tree nursery and vacant land. The adjacent property to the south is a landscape maintenance business. Properties to the east include a Palm Beach County Fire Rescue facility and two residential lots. The adjacent properties to the west, beyond "D" Road, include tree nursery and vacant land.

Compatible land uses are defined as those which are consistent with each other in that they do not create or foster undesirable health, safety, or aesthetic effects arising from direct association of dissimilar activities, including the impacts of intensity of use, traffic, hours of operation, aesthetics, noise vibration, smoke, hazardous odors, radiation, and other land use conditions. Conditions of Approval can be imposed to address these issues.

To be compatible, it is not necessary that two uses have the exact same function (e.g. residential, commercial, institutional, etc.). Rather, compatibility is attained when uses do not adversely affect each other. Further, uses whose functions are different can compliment and support each other. For example, a residential use can help support a service use and, conversely, the service use can provide essential services to residents of surrounding neighborhoods.

The greatest potential for incompatibility between Big Dog Ranch and its neighbors is noise generated by barking dogs. Separation from neighboring uses can act to fully or partially mitigate potential effects. To the west and north the subject property is separated from adjacent properties by 60-foot (i.e. "D" Road) and 100-foot (i.e. Okeechobee Boulevard) rights-of-way. In addition, a Rescued Animal Care Conditional Use requirement is that outdoor dog runs must be located no closer than 200 feet from a residential zoning district. Further, the proposed limitation on the hours that dogs can be outside provides further noise incompatibility insurance.

In addition to separation of uses and hours of operation, access management, buffering, screening, setback, height, landscaping, and architectural requirements further compatibility, and reduce the potential negative impacts.

A review of the subject site vicinity leads to the conclusion that the area is comprised of a mixture of agricultural, institutional, residential vacant properties. The low proposed F.A.R (0.054) and traffic generation, 35-foot height limitation and compatibility measures discussed above insure that the proposed Big Dog Ranch is a compatible neighbor.

**I. Development Review Committee (DRC) Comments**

The following were notified and requested to provide any comments during the review process regarding issues or concerns with the proposed Big Dog Ranch Site Plan:: ***(Note: Detailed comments and Applicant responses presented in Attachment C)***

Agency/Entity	Comment/Response Summary
County Agricultural Extension Office	Any objections from neighbors/None at this time
PBC Sheriff's Department	No response
PBC Health Department	Prior to demolition contact Florida Dept. of Health regarding Asbestos removal regulations and bio-medical hazardous waste permits/Condition of Approval
Lox. Groves Water Control District	Response (verbal) "D" Road r.o.w. to be dedicated to the Town. No drainage issues.

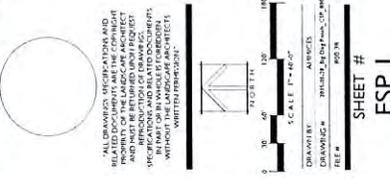
<b>Agency/Entity (continued)</b>	<b>Comment/Response Summary</b>
PBC Solid Waste Authority	No issues/NA
Keschavarz & Assoc. (Town Engineer)	Several comments regarding drainage, traffic, parking and water and sewer/Ref: Attachment C)
PBC Fire Rescue	Buildings 5,000 sq. ft. and larger must contain automatic sprinklers/Condition of Approval
Simmons & White (Town Traffic Engineer)	Several comments regarding entry gates, traffic study, site plan detail, and road improvements/Ref: Attachment C)

**ATTACHMENT A**  
**Big Dog Ranch Final Site Plan: SP 2014-01**

LOXAHATCHEE GROVES, FLORIDA  
PREPARED FOR BIG DOG RANCH  
FINAL SITE PLAN  
BIG DOG RANCH

REVISION DATES

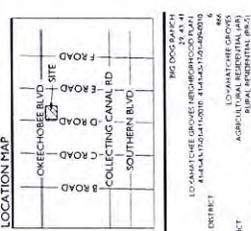
NO.	DATE	DESCRIPTION
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2	02/10/14	REVISED PER COMMENTS
3	03/05/14	REVISED PER COMMENTS
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5	04/15/14	REVISED PER COMMENTS
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84	11/01/20	REVISED PER COMMENTS
85	12/01/20	REVISED PER COMMENTS
86	01/01/21	REVISED PER COMMENTS
87	02/01/21	REVISED PER COMMENTS
88	03/01/21	REVISED PER COMMENTS
89	04/01/21	REVISED PER COMMENTS
90	05/01/21	REVISED PER COMMENTS
91	06/01/21	REVISED PER COMMENTS
92	07/01/21	REVISED PER COMMENTS
93	08/01/21	REVISED PER COMMENTS
94	09/01/21	REVISED PER COMMENTS
95	10/01/21	REVISED PER COMMENTS
96	11/01/21	REVISED PER COMMENTS
97	12/01/21	REVISED PER COMMENTS
98	01/01/22	REVISED PER COMMENTS
99	02/01/22	REVISED PER COMMENTS
100	03/01/22	REVISED PER COMMENTS



ALL DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS ARE THE PROPERTY OF WGI AND SHALL REMAIN THE PROPERTY OF WGI. NO PART OF THIS DOCUMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WGI.

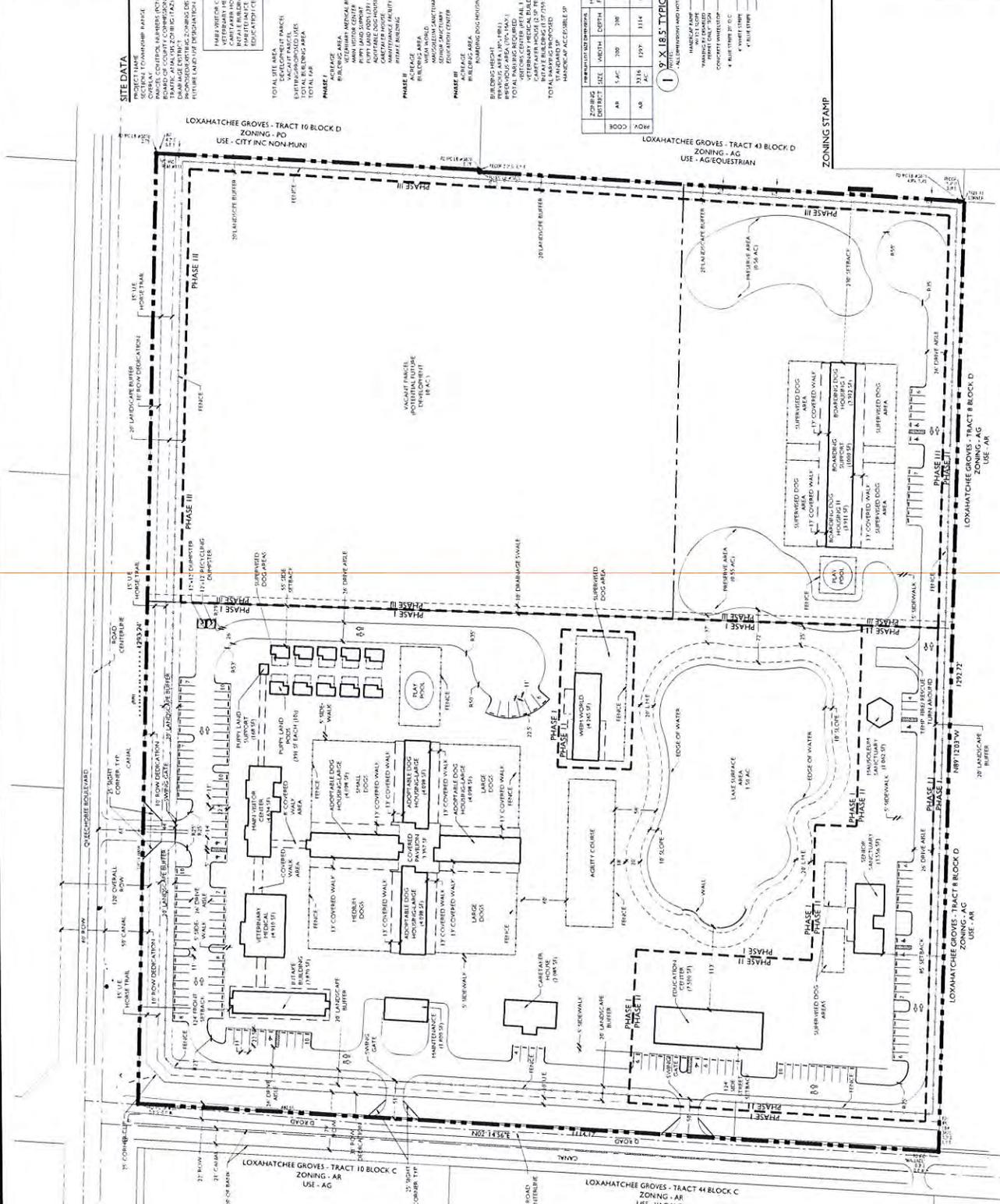
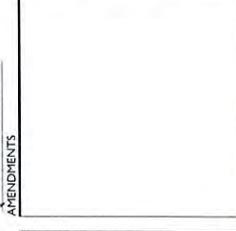
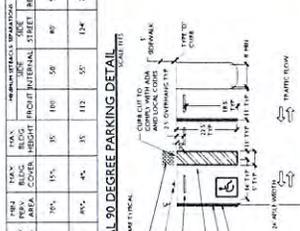
DATE: 08/01/2018  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: 1" = 40'-0"

SHEET #  
FSP.1



SITE DATA

SECTION 17-04-01	SECTION 17-04-02	SECTION 17-04-03	SECTION 17-04-04
SECTION 17-04-05	SECTION 17-04-06	SECTION 17-04-07	SECTION 17-04-08
SECTION 17-04-09	SECTION 17-04-10	SECTION 17-04-11	SECTION 17-04-12
SECTION 17-04-13	SECTION 17-04-14	SECTION 17-04-15	SECTION 17-04-16
SECTION 17-04-17	SECTION 17-04-18	SECTION 17-04-19	SECTION 17-04-20
SECTION 17-04-21	SECTION 17-04-22	SECTION 17-04-23	SECTION 17-04-24
SECTION 17-04-25	SECTION 17-04-26	SECTION 17-04-27	SECTION 17-04-28
SECTION 17-04-29	SECTION 17-04-30	SECTION 17-04-31	SECTION 17-04-32
SECTION 17-04-33	SECTION 17-04-34	SECTION 17-04-35	SECTION 17-04-36
SECTION 17-04-37	SECTION 17-04-38	SECTION 17-04-39	SECTION 17-04-40
SECTION 17-04-41	SECTION 17-04-42	SECTION 17-04-43	SECTION 17-04-44
SECTION 17-04-45	SECTION 17-04-46	SECTION 17-04-47	SECTION 17-04-48
SECTION 17-04-49	SECTION 17-04-50	SECTION 17-04-51	SECTION 17-04-52
SECTION 17-04-53	SECTION 17-04-54	SECTION 17-04-55	SECTION 17-04-56
SECTION 17-04-57	SECTION 17-04-58	SECTION 17-04-59	SECTION 17-04-60
SECTION 17-04-61	SECTION 17-04-62	SECTION 17-04-63	SECTION 17-04-64
SECTION 17-04-65	SECTION 17-04-66	SECTION 17-04-67	SECTION 17-04-68
SECTION 17-04-69	SECTION 17-04-70	SECTION 17-04-71	SECTION 17-04-72
SECTION 17-04-73	SECTION 17-04-74	SECTION 17-04-75	SECTION 17-04-76
SECTION 17-04-77	SECTION 17-04-78	SECTION 17-04-79	SECTION 17-04-80
SECTION 17-04-81	SECTION 17-04-82	SECTION 17-04-83	SECTION 17-04-84
SECTION 17-04-85	SECTION 17-04-86	SECTION 17-04-87	SECTION 17-04-88
SECTION 17-04-89	SECTION 17-04-90	SECTION 17-04-91	SECTION 17-04-92
SECTION 17-04-93	SECTION 17-04-94	SECTION 17-04-95	SECTION 17-04-96
SECTION 17-04-97	SECTION 17-04-98	SECTION 17-04-99	SECTION 17-04-100



**ATTACHMENT B**  
**Big Dog Ranch Site Plan: SP 2014-01**  
**Conditions of Approval, as Revised by P&ZB; 1/22/2015**

**FINAL SITE PLAN CONDITIONS OF APPROVAL**

**GENERAL**

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.
2. Development of the site is limited to the uses approved by the Town of Loxahatchee Groves in Exhibit "A" (Big Dog Ranch Final Site Plan). The approved Final Site Plan is dated December 30, 2014. All modifications to the Final Site Plan must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are in accordance with the ULDC, as determined by the Town Manager.
3. Prior to submittal of any building permit applications for processing by Palm Beach County, the Town Manager shall review and approve the following plans for consistency with the approved Final Site Plan Site Plan, Landscape Plan, Floor Plans, and Photometric Plan.
5. The location of 0.99 acres of preserve area shall be identified on the Final Site Plan and included in Phase 1 improvements.

**ARCHITECTURAL**

1. Building sidings and signs materials shall mimic wood lap siding
2. Trim shall be applied at the corners of buildings
3. Wall breaks on the larger buildings shall be enhanced by using arcades, banding, and projections
4. Arcades (porch) shall be used as a means of creating human scale along the fronts of buildings
5. Metal roofing shall be used on all buildings
6. Mansard roofs and other vertical elements shall be used to break up the roof line
7. Integration of complex window elements on buildings shall be used.
8. Mechanical and service areas shall be screened from public view
9. Signage structures shall mimic building architecture

## **ENGINEERING**

1. Consistent with the Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no building permits for the site shall be issued after December 31, 2020. A time extension for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request.
2. During the plat process the Okeechobee Boulevard and "D" Road rights-of-way, as indicated on the Final Site Plan shall be dedicated to Palm Beach County and the Town, respectively.
3. An Irrigation plan shall be included with documents submitted to Palm Beach County for building permit approval.

## **LAND CLEARING AND LANDSCAPING**

1. Any land clearing activities shall comply with the permit requirements of Article 87 "Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal" of the Loxahatchee Groves Unified Land Development Code. Included in the required land clearing permit application, a "Created Ecological Community Installation and Management Plan" shall be submitted for the 0.99 acre "Reserve" to satisfy the requirements of ULDC Section 85-025 (C) "*Preserved/created ecological communities.*"
2. Project landscaping shall conform to the Landscape Plan dated December 30, 2014.
3. Prior to demolition of any structures, the Florida Dept. of Health shall be contacted regarding Asbestos removal.
4. The Agility Course and all Dog Runs and Supervised Dog Areas shall be covered by natural turf grass or permeable artificial surface.
5. A continuous solid opaque hedge, minimum 4-feet high at installation, shall be required around the perimeter of the entire 33.16 acre property. All hedging shall be included as part of the Phase 1 improvements and permanently maintained at a height of 6-feet.

## **EXTERIOR LIGHTING**

1. A Photometric Plan shall be submitted for review and approval by the Town Manager prior to submittal of the initial building permit application.
2. All exterior lighting shall be directed downward and contain shields to contain lighting within the property boundaries.

## **PALM TRAN**

1. Not Applicable.

## **PARKING AND LOADING**

1. All parking and loading shall occur on site as indicated on the approved Final Site Plan dated December 30, 2014.

## **SIGNS**

1. Sign permit applications shall be submitted to the Town as required by ULDC Section 90-070 *Sign permit requirements*
2. Mandatory building identification signs (maximum sign face of 4 sq. ft.) shall be attached to each structure.

## **USE LIMITATIONS**

1. Veterinary services and dog boarding as accessory uses may be provided by a licensed veterinarian for adopted or previously adopted animals. Veterinary services and dog boarding as accessory uses may be provided by a licensed veterinarian to the public provided that the facility maintains direct access to Okeechobee Boulevard.
2. An accessory caretaker unit may be provided.
3. The number of dogs allowed shall be based upon square footage of the facility and PBC Animal Control Center regulations.
4. Outdoor animal runs shall be located a minimum of 200 feet from a directly abutting residential zoning district, be hard surfaced or grassed with drains every 10 feet and be connected to a central or individual sanitary facility approved by the PBCHD.
5. A minimum 6-foot high vinyl chain-link fence enclosing Phase 1, 2 and 3 facilities shall be included as part of the Phase 1 improvements.
6. Separate, minimum 6-foot high vinyl chain-link fences shall be required around each outdoor run area.
7. Outdoor runs shall not be used earlier than 7:00 a.m. or later than 8:00 p.m. seven days per week.
8. Swing gates shall be installed at the Okeechobee Boulevard and "D" Road entrances.
  - a. The gate along Okeechobee Boulevard shall be used as the primary facility access and open to the public from 10am to 6pm. Said gate shall be accessed after hours only by managerial and veterinary staff.
  - b. The gates along D Road shall be located a minimum of 35 feet from the western property line.

## **UTILITIES AND SERVICES**

1. A Developer's Agreement shall be executed by the Property Owner and the Palm Beach County Water Utility Department and approved by the Town of Loxahatchee Groves for the provision of central water and wastewater services to the project prior to issuance of the first project building permit.
2. Solid waste collection and disposal shall be accomplished by contract between the Property Owner and a third-party hauler prior to issuance of the initial certificate of occupancy
3. The operation shall comply with the following waste disposal standards, as appropriate: (1) PBC ECR 1 and ECR 2 and rules of FDEP, PBCHD and PBCSWA.
- 4 Prior to a Certificate of Occupancy for Phase 1, the Florida Dept. of Health shall be contacted regarding the need for bio-medical hazardous waste permits.
5. Buildings of 5,000 sq. ft. and larger shall contain automatic sprinkler systems.

**ATTACHMENT C**  
**Big Dog Ranch Final Site Plan: SP 2014-01**  
**DRC Comments and Applicant Responses**

**PBC COOPERATIVE EXTENSION SERVICE COMMENTS:**

1. I have reviewed the plans for this rather ambitious project. It seems as though the number of animals per acre is not excessive and although the concept appears to be well thought through, I am not knowledgeable about the building requirements, fire codes and any specialized building requirements for the Vet. Clinic. Is there any resistance from surrounding residents about the proposed number of animals on this site?

***Response: At the time of submittal, no resistance from surrounding residents, regarding the proposed number of animals has been presented to the Applicant.***

**FLORIDA DEPARTMENT OF HEALTH COMMENTS:**

1. Prior to demolition of existing buildings, applicant needs to contact Mr. Alex Ortega (561-837-5963) with the Florida Department of Health to discuss Asbestos regulations.

***Response: Acknowledged, the Applicant will contact Mr. Ortega prior to the demolition of existing buildings.***

2. Water and wastewater connection will be required. Proof of concurrency needed.

***Response: Acknowledged, the appropriate connections will be made for water and wastewater services.***

3. Bio-medical and hazardous waste permits will be required.

***Response: Acknowledged, the appropriate permits will be submitted following the approval process.***

**SOLID WASTE AUTHORITY COMMENTS:**

1. I have reviewed the application, and I have no comments concerning solid waste management issues.

***Response: Acknowledged.***

**PBC FIRE-RESCUE COMMENTS:**

1. Water supply for fire flow requirements for buildings.

***Response: Acknowledged.***

2. Buildings 5000 square feet and over automatic sprinkler systems shall be installed.

***Response: Acknowledged.***

**ENGINEERING CONSULTANT COMMENTS:**

1. Please provide the projects drainage statement describing the proposed stormwater management system.

***Response: A Drainage Statement was provided as part of the initial submittal. Copies have been provided again, as part of the resubmittal for your reference.***

2. Provide a 25' corner clip at the intersection of Okeechobee Boulevard and D Road.

***Response: Acknowledged, a 25' corner clip has been provided at the intersection of Okeechobee Boulevard and D Road.***

3. Provide a 20' Easement along D Road dedicated to the town for Roadway, Drainage and Utility Purposes (We may want to consider road R/W).

***Response: Acknowledged, a 31' right-of-way has been provided along D Road.***

4. Please provide a copy of the landscape plan.

***Response: Acknowledged, a copy of the revised Landscape Plan has been provided as part of the resubmittal.***

5. Describe the proposed sanitary sewer system that will serve the site. Include the location of a private lift station, if necessary.

***Response: The site is served by a private lift station, gravity sewer system and force main connecting into the PBCWUD owned force main within Okeechobee Road R/W adjacent to the site. The location of the lift station, gravity sewer and force main is shown on the conceptual engineering plans.***

6. It is anticipated that PBCWUD will require a looped water system to provide service to the site. The proposed water main shall be publically owned and installed within the 20' Easement dedicated to the Town. The proposed water main shall be constructed to the southern property limits of the site.

***Response: The conceptual engineering plan shows a looped water main coming internal to the project and going to the south property line. We have already met with PBCWUD and they will be requiring that this portion of the water main from Okeechobee Road to the south property line of the property will be dedicated to PBCWUD by easement and bill of sale to them.***

7. Was an Alta Survey required for the site plan submittal? If so, please provide a copy for our review.

***Response: A copy of the Survey has been provided as part of the resubmittal.***

8. Provide a typical parking stall detail with wheel stops or curb. Identify vehicle overhang if applicable.

***Response: Acknowledged, a typical parking stall detail has been provided as part of the resubmittal.***

9. There appears to be angular parking stalls along the west side of the site. Please provide a detail for review.

***Response: No angled parking is being proposed at this time.***

#### **TRAFFIC CONSULTANT COMMENTS:**

1. Please provide a detail and description of what type of gates (i.e., rolling, swinging, etc.) will be utilized at the project access points.

***Response: The proposed gates along Okeechobee Boulevard and D Road are swing gates.***

2. Provide a narrative in the justification statement outlining the utilization of the gates at the project access points. More specifically, time periods when the gates will be open and who will have access.

***Response: The Justification Statement has been revised to provide information as to the utilization of the proposed gates on site.***

3. Relocate gates as far away from the right-of-way as possible at each project access point.

***Response: The proposed gates have been located as far as possible from the right-of-way.***

4. Dimension throat distance at each project access point measured from the ultimate right-of-way line to 1.) the location of the proposed gates and 2.) the first conflict point.

***Response: The requested dimensions have been provided on the revised Site Plan.***

5. Provide a parking detail clearly showing dimensions of the typical parking stalls to be utilized.

***Response: A Parking Detail with the appropriate dimensions has been provided as part of the resubmittal.***

6. Clearly identify the centerline of both Okeechobee Boulevard and "D" Road.

**Response: The centerlines for both Okeechobee Boulevard and D Road have been included on the revised Site Plan.**

7. Dimension the existing and/or ultimate right-of-way for Okeechobee Boulevard and "D" Road.

**Response: The right-of-ways for Okeechobee Boulevard and D Road have been dimensioned on the revised Site Plan.**

8. Show the required safe sight triangle (corner clips) at all project access points.

**Response: The required safe sight triangles have been identified on the revised Site Plan.**

9. The Site Plan calls out a portion of the development as retail, but does not address a retail component in the traffic study.

**Response: The Visitor Center building proposed for the subject site is not retail in nature. The classification of the use as retail was utilized for the calculation of parking spaces due to the lack of compatible uses in the Town Code. As such, the Visitor Center was not identified as a retail use within the Traffic Study.**

10. Provide a copy of the traffic study for the Folke Peterson Center for Animal Welfare.

**Response: Acknowledged, a copy of the Traffic Study for the Folke Peterson Center for Animal Welfare has been provided as part of the resubmittal.**

11. Please justify the large discrepancy between the minimal amount of trips outlined by the programmatic approach in the traffic study and the proposed 133 parking study.

**Response: Please refer to the revised Traffic Study.**

12. Please provide project build-out date in traffic study.

**Response: Please refer to the revised Traffic Study, which indicates a build out year of 2020.**

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2015-09**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE BIG DOG RANCH SPECIAL EXCEPTION AND SITE PLAN, FOR LAND OWNED BY TLH 25 VILLA, LLC CONSISTING OF 33.16 ACRES MORE OR LESS, LOCATED AT THE SOUTHEAST CORNER OF OKEECHOBEE BOULEVARD AND “D” ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider applications relating to special exceptions and site plans for development on property within the Town; and

**WHEREAS**, the Council, pursuant to Article 2 (Development Review Process) of the Town of Loxahatchee Groves Unified Land Development Code is authorized and empowered to consider, approve, approve with conditions or deny special exceptions and site plans; and

**WHEREAS**, the notice and hearing requirements, as provided for in Article 2 of the Town of Loxahatchee Groves Unified Land Development Code have been satisfied; and

**WHEREAS**, the Town Planning and Zoning Board (P&Z Board), at its meeting of January 22, 2015 recommended approval of the Big Dog Ranch Special Exception and Site Plan Application SP 2014-01; and

**WHEREAS**, the Big Dog Ranch Site Plan Application SP 2014-01, was presented to the Town Council at a quasi-judicial public hearing conducted on February 17, 2015; and

**WHEREAS**, the Town Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of Town staff and Town P&Z Board; and

**WHEREAS**, this approval is subject to Article 2.E (Monitoring) of the Town of Loxahatchee Groves Unified Land Development Code (Town ULDC) and other provisions requiring that development commence in a timely manner.

**NOW, THEREFORE**, be it resolved by the Town Council of the Town of Loxahatchee Groves as follows:

**Section 1.** Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

**Section 2.** The Town Council has considered the findings in the staff report dated January 23, 2015 and Town Planning and Zoning Board recommendation and makes the following findings of fact:

1. The Special Exception and Site Plan are consistent with the purposes, goals, objectives and policies of the Town of Loxahatchee Groves Comprehensive Plan, including standards for building and structural intensities and intensities of use.
2. This Site Plan as presented in Exhibit C hereto, complies with relevant and appropriate portions of applicable Town of Loxahatchee Groves land development regulations, including Section 8-060 "*Rescued Animal Care*", Article 155 "*Site Plans*", and Article 170 "*Special Exceptions*". This Site Plan, along with the Statement of Use, as adopted and presented in Exhibit C, and Conditions of Approval, as adopted and presented in Exhibit D hereto, complies with standards imposed on it by all other applicable provisions of the Town ULDC. The Town Council finds the conditions, as presented in Exhibit D hereto, to be reasonable, and rationally related to the proposed development, and consistent with the Town's character.
3. This Site Plan and Statement of Use, as presented in Exhibits B and C hereto, along with Conditions of Approval, as adopted and presented in Exhibit D hereto, are compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development.
4. The proposed design, with Conditions of Approval as adopted and presented in Exhibit D hereto, minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands.
5. This Site Plan and Statement of Use, as presented in Exhibits C and D hereto, along with Conditions of Approval, as adopted and presented in Exhibit D hereto, minimize environmental impacts, including but not limited to water, air, storm water management, wildlife, vegetation, wetlands and the natural functioning of the environment.
6. This Site Plan and Statement of Use, as presented in Exhibits C and D hereto, along with Conditions of Approval, as adopted and presented in Exhibit D hereto, will result in logical, timely and orderly development patterns.

**Section 3.** The Town of Loxahatchee Groves Unified Land Development Code requires that the action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves the Big Dog Ranch Special Exception and Site Plan SP 2014-01 for the parcel of land legally described in EXHIBIT "A", attached hereto and made a part hereof, and generally located as shown on a vicinity sketch as indicated in EXHIBIT "A", attached hereto and made a part hereof. A copy of the Site Plan, and Statement of Use, subject to the approved Conditions of Approval presented in Exhibit D, are attached hereto as Exhibits B and C and made a part hereof.

**Section 4.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 6.** This Resolution shall become effective upon adoption.

**RESOLVED AND ADOPTED** by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 17 day of February, 2015.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

\_\_\_\_\_  
TOWN CLERK

\_\_\_\_\_  
Mayor David Browning

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Vice Mayor Ron Jarriel

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Council Member Jim Rockett

\_\_\_\_\_  
Council Member Ryan Liang

\_\_\_\_\_  
Council Member Tom Goltzene

**EXHIBIT A**

**LEGAL DESCRIPTION AND LOCATION MAP**

**The following Legal Description is applicable to Resolution 2015-05:**

Parcel Control Numbers: 41-41-43-17-01-411-0010  
41-41-43-17-01-409-0010

PARCEL I:

TRACT 11, BLOCK D, "LOXAHATCHEE GROVES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL II:

TRACT 9, BLOCK D, "LOXAHATCHEE GROVES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING: 1,444,527 SQUARE FEET OR 33.162 ACRE, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHT OF WAY OF RECORD.

**LOCATION MAP**

**EXHIBIT B**  
**BIG DOG RANCH FINAL SITE PLAN 2014-02**



**EXHIBIT C**  
**BIG DOG RANCH FINAL SITE PLAN: SP 2014-01**  
**STATEMENT OF USE**

**APPLICANT'S STATEMENT OF USE**

The request of the proposed amendment is to modify +/-21.73-acres from the current AR (Agricultural Residential) Zoning designation to Planned Commercial Development (PCD). Loxahatchee Groves Commons has been designed to enhance and preserve the rural character of the area and promote economic development in the Town through the placement and design of each proposed use.

Concurrent with this rezoning request is the creation of the Planned Commercial Development (PCD) district. The intent of the PCD district is to allow for creative use of land resulting in quality development. The PCD district will encourage ingenuity and imagination with an intent to promote sustainable development, creates logical street and transportation networks, preserves the natural environment, enhances the built environment, provides services to the community and minimizes impacts on the surrounding areas through the use of flexible and innovative land development techniques. The subject property has been designed to be consistent with the proposed PCD Zoning requirements.

The location for the requested PCD Zoning designation is the most appropriate location for commercial retail uses, as it is located at the corner of a major intersection with a State SIS roadway, and located across B Road from a proposed commercial and office project located on the east side of B Road. This will create a node of community-serving uses at a logical intersection. The planned western campus of the Palm Beach State College will wrap around the west and north sides of the site as well with cross access being proposed to the campus's main entrance from Southern Boulevard. In addition, B Road connects to Binks Forest Drive to the south. The proposed commercial retail uses have been designed to promote economic development and create jobs within the Town of Loxahatchee Groves.

The subject property has been designed to locate a lake tract along the northern boundary, adjacent to the future Palm Beach State College western campus and to cluster the uses along the high traffic area of Southern Boulevard. The applicant has previously made changes to the master plan pursuant to comments received at the Planning and Zoning Board Meetings. These changes addressed the two previous main concerns of parking space sizes and circulation. Further changes have evolved with the current layout which also further the ease of circulation, cross connection with the neighboring college, and access between users on the site.

One of the changes made was to relocate the community park to be adjacent to the lake and project entrance. The location has been modified slightly to help the circulation for the center, while keeping the park area in a prominent location. In addition, the applicant is also proposing an equestrian trail around the lake providing an additional amenity for the community. The applicant has also been working with their anchor tenants to provide safer access from B Road and better vehicular circulation throughout the property. Along with these changes, one of the most important changes was to create better visibility to ensure the project is viable. This was accomplished by pulling the entire development and all buildings closer to Southern Blvd. The proposed revisions are being made to create a better site plan for the community and the customers who will be frequenting the proposed businesses.

All exotic vegetation will be removed from the subject property. In addition, the subject property has been designed with a 10' landscape buffer along the western boundary of the property and a 15' landscape buffer along the southern boundary of the property.

### **STATEMENT OF INTENT TO SUBDIVIDE**

The subject property is consistent with the provisions of ULDC Article 41.1.E.4.b. The development plan has been designed to allow subdivision of the outparcels (Buildings D, E, F, & G) by fee title conveyance of these internal lots, upon approval of the Town Manager. Each of these outparcels have been designed to be consistent with the requirements of Article 41.1.E.4.b.

### **STATEMENT OF ACKNOWLEDGEMENT OF THE DELINEATION OF NATIVE VEGETATION TO BE PRESERVED**

Pursuant to the Town's comprehensive plan and land development regulations, the applicant is proposing to cluster the commercial development on the +/-21.73-acres located at the corner of the intersection of B Road and Southern Boulevard. The majority of the first +/-300' into the property along the frontage of Southern Boulevard has been used for grazing thus is not heavily vegetated. However, the portion further into the development does include an area of pines, oaks, sabal palms, other native species and exotic plants such as Brazilian Pepper. This area lies mostly where the applicant is proposing a lake to be consistent with South Florida Water Management regulations such as compensating storage and retention requirements for the property which equates to approximately 6.5 acres of required area. The lake was located on the Northern third of the property to help buffer and transition into the PBSC property to the north and west. The applicant is proposing to cluster the commercial area as close to Southern Boulevard and B Road as possible to be consistent with the Town's comprehensive plan and land development regulations. It is important to note that most of the native plant material would fall under the retention area and thus not being suitable for preservation. The areas in and around the development area will also be re-graded to meet SFWMD drainage requirements and keep the site and off-site areas from flooding. Lastly, the applicant has provided several open space areas and perimeter buffer's where trees could be preserved however most of these areas are encompassed by brazilian pepper and not native vegetation. The applicants intends on removing all exotic vegetation from the open space areas and install new, healthy native vegetation and will utilize any existing sabal palms if they are able to be relocated from the proposed lake area.

### **BUFFER DETAIL FOR ANY PROPERTY LINE ADJACENT TO A RESIDENTIAL ZONING DISTRICT**

This requirement is not applicable due to the commercial property bordering the future Palm Beach State College Property. The applicant has provided landscape buffers on the master plan/site plan which will be stripped of all exotic plant material and re-planted with native vegetation.

**EXHIBIT D**  
**FINAL SITE PLAN CONDITIONS OF APPROVAL**

**GENERAL**

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.
2. Development of the site is limited to the uses approved by the Town of Loxahatchee Groves in Exhibit A (Big Dog Ranch Final Site Plan). The approved Final Site Plan is dated December 30, 2014. All modifications to the Final Site Plan must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are in accordance with the ULDC, as determined by the Town Manager.
3. Prior to submittal of any building permit applications for processing by Palm Beach County, the Town Manager shall review and approve the following plans for consistency with the approved Final Site Plan Site Plan, Landscape Plan, Floor Plans, and Photometric Plan.
5. The location of 0.99 acres of preserve area shall be identified on the Final Site Plan and included in Phase 1 improvements.

**ARCHITECTURAL**

1. Building sidings and signs materials shall mimic wood lap siding
2. Trim shall be applied at the corners of buildings
3. Wall breaks on the larger buildings shall be enhanced by using arcades, banding, and projections
4. Arcades (porch) shall be used as a means of creating human scale along the fronts of buildings
5. Metal roofing shall be used on all buildings
6. Mansard roofs and other vertical elements shall be used to break up the roof line
7. Integration of complex window elements on buildings shall be used.
8. Mechanical and service areas shall be screened from public view
9. Signage structures shall mimic building architecture

**ENGINEERING**

1. Consistent with the Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no building permits for the site shall be issued after December

31, 2020. A time extension for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request.

2. During the plat process the Okeechobee Boulevard and "D" Road rights-of-way, as indicated on the Final Site Plan shall be dedicated to Palm Beach County and the Town, respectively.
3. An Irrigation plan shall be included with documents submitted to Palm Beach County for building permit approval.

### **LAND CLEARING AND LANDSCAPING**

1. Any land clearing activities shall comply with the permit requirements of Article 87 "Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal" of the Loxahatchee Groves Unified Land Development Code. Included in the required land clearing permit application, a "Created Ecological Community Installation and Management Plan" shall be submitted for the 0.99 acre "Reserve" to satisfy the requirements of ULDC Section 85-025 (C) "*Preserved/created ecological communities.*"
2. Project landscaping shall conform to the Landscape Plan dated December 30, 2014.
3. Prior to demolition of any structures, the Florida Dept. of Health shall be contacted regarding Asbestos removal.
4. The Agility Course and all Dog Runs and Supervised Dog Areas shall be covered by natural turf grass or permeable artificial surface.
5. A continuous solid opaque hedge, a minimum 4-feet high at installation, shall be required around the perimeter of the entire 33.16 acre property. All hedging shall be included as part of the Phase 1 improvements and permanently maintained at a height of 6-feet.

### **EXTERIOR LIGHTING**

1. A Photometric Plan shall be submitted for review and approval by the Town Manager prior to submittal of the initial building permit application.
2. All exterior lighting shall be directed downward and contain shields to contain lighting within the property boundaries.

### **PALM TRAN**

1. Not Applicable.

### **PARKING AND LOADING**

1. All parking and loading shall occur on site as indicated on the approved Final Site Plan dated

December 30, 2014.

## **SIGNS**

1. Sign permit applications shall be submitted to the Town as required by ULDC Section 90-070 *Sign permit requirements*
2. Mandatory building identification signs (maximum sign face of 4 sq. ft.) shall be attached to each structure.

## **USE LIMITATIONS**

1. Veterinary services and dog boarding as accessory uses may be provided by a licensed veterinarian for adopted or previously adopted animals. Veterinary services and dog boarding as accessory uses may be provided by a licensed veterinarian to the public provided that the facility maintains direct access to Okeechobee Boulevard.
2. An accessory caretaker unit may be provided.
3. The number of dogs allowed shall be based upon square footage of the facility and PBC Animal Control Center regulations.
4. Outdoor animal runs shall be located a minimum of 200 feet from a directly abutting residential zoning district, be hard surfaced or grassed with drains every 10 feet and be connected to a central or individual sanitary facility approved by the PBCHD.
5. A minimum 6-foot high vinyl chain-link fence enclosing Phase 1, 2 and 3 facilities shall be included as part of the Phase 1 improvements.
6. Separate, minimum 6-foot high vinyl chain-link fences shall be required around each outdoor run area.
7. Outdoor runs shall not be used earlier than 7:00 a.m. or later than 8:00 p.m. seven days per week.
8. Swing gates shall be installed at the Okeechobee Boulevard and "D" Road entrances.
  - a. The gate along Okeechobee Boulevard shall be used as the primary facility access and open to the public from 10am to 6pm. Said gate shall be accessed after hours only by managerial and veterinary staff.
  - b. The gates along D Road shall be located a minimum of 35 feet from the western property line.

## **UTILITIES AND SERVICES**

1. A Developer's Agreement shall be executed by the Property Owner and the Palm Beach County Water Utility Department and approved by the Town of Loxahatchee Groves for the provision of central water and wastewater services to the project prior to issuance of the first project building permit.
2. Solid waste collection and disposal shall be accomplished by contract between the Property Owner and a third-party hauler prior to issuance of the initial certificate of occupancy
3. The operation shall comply with the following waste disposal standards, as appropriate: (1) PBC ECR 1 and ECR 2 and rules of FDEP, PBCHD and PBCSWA.
- 4 Prior to a Certificate of Occupancy for Phase 1, the Florida Dept. of Health shall be contacted regarding the need for bio-medical hazardous waste permits.
5. Buildings of 5,000 sq. ft. and larger shall contain automatic sprinkler systems.

**Town of Loxahatchee Groves, Florida**  
**Town Council**  
**AGENDA ITEM REPORT**  
**AGENDA ITEM NO. 7.c.**  
MEETING DATE: 02/17/2015

**PREPARED BY:** William F. Underwood, II

**SUBJECT:** Multi-Party B Road South Funding Agreement

**1.BACKGROUND/HISTORY**

**Problem Statement:** The Loxahatchee Equestrian Partners/Solar Sportsystems, Atlantic Land, Investments, and Palm Beach State College need to fund the B Road south improvements to the Town pursuant to their development order.

**Problem Solution:** Enter into a multi-part agreement with the affected parties for the funding mechanism of improvements to B Road south.

The Town and parties to this agreement have been working on the between Town, PBSC, Atlantic Land Investments (NW corner of Southern and B Rd), and Loxahatchee Equestrian Partners/Solar Sportsystems (NE corner of Southern and B Road).

At the time of application, the approval was contingent upon:

- Condition of the rezoning for the Planned Unit Developments for ALI and Equestrian Partners/Solar Sports
- Paved Portion of B Road from Southern to the entrance of PBSC on B Road
  - Paid 100% by 3 properties
    - ALI has paid its sums to escrow agent
    - Equestrian Partners/Solar Sports delivered their sums to their attorney
    - Equestrian Partners/Solar Sports and PBSC will deliver funds to escrow agent by February 23,2015
  - Plans will be reviewed and approved by Town Engineer
  - Paved portion will be constructed by PBSC through its contractor
    - Town is an additional insured
    - All warranties and guarantees run to the Town
  - Areas where road improvements/constructed, conveyed to Town
  - Completion Date December 31, 2015
- OGEM Portion of Road from PBSC entrance to Okeechobee
  - Paid 100% by the 3 parties
  - Total Budget of \$1,111,740.64 for OGEM Road
    - Developed with considerable input by Town engineer
    - ALI has paid its sums to escrow agent
    - Equestrian Partners/Solar Sports delivered their sums to their attorney

- Equestrian Partners/Solar Sports and PBSC will deliver funds to escrow agent by February 23, 2015
  - Parties agree on plans and specifications for B Road
  - Town responsible for completing OGEM improvements, including final plans and construction
  - Town will need to put language in contracts for OGEM work to reflect price based upon approved plans and contractor did on-site inspection, and for timing of payments to match up with process in agreement
  - Provision for additional payment to Town if costs exceed budget. Parties agreed that Town engineer has final say if parties dispute additional contribution
  - Deadline for request for Additional Payment will be subsequently determined and provided in the agreement in section 4.3 and subject to extensions for matters beyond Town's control.
  - If funds remain after OGEM work done and accepted by the Town, refund the parties pro rata.
- Protections for non-payment
  - Paying parties pay the non-paying party's share
  - Built in protections for recovery of those payments by the paying parties
  - ALI and Equestrian Partners/Solarsports are agreeing by contract to Town not issuing additional approvals for non-paying parties until paying parties reimbursed per agreement
  - Town acknowledging statute protecting PBSC contributions in the event it pays for other party's shares.
  - Liens on ALI property should it fail to make an additional payment
  - Lien on Equestrian Partners/Solarsports Property should it not make initial or additional payments

## 2.CURRENT ACTIVITY

The following are specific points for the current activity:

- Agreement effective April 1, 2015
- If either or both ALI and/or Equestrian Partners/Solarsports terminate (non-approval of their zoning by the Town), then PBSC is still proceeding with the paved work, and Town and PBSC will work on an agreement so that PBSC can be reimbursed for the costs of the paved road that exceeds its proportionate share of demand on that portion of B Road pursuant to and consistent with PBSC's statutory protections.
- Escrow Agent is Gunster law firm. Standard language in the Agreement for Escrow Agent protection.
- In addition to protections for payment, agreement contains a default provision with opportunity to cure
  - Specifically protects Town and other parties for default for failure to dedicate the rights of way by authorizing lawsuit for specific performance to compel the dedication
- PBSC Board of Trustees considering agreement at its March 17, 2015, meeting

## 3.ATTACHMENTS

Four Party B Road Agreement

- Exhibit A: Preliminary Plans for B Road Paved Section
- Exhibit B: Approved Budgets for B Road work, including OGEM which may be changed
- Exhibit C: Temporary Retention Basin on Solar Sports property – related to work for paved portion of B Road.

- Exhibit D: Forms of dedications of road areas.
- Exhibit E: Memorandum of Agreement for liens

#### **4.FINANCIAL IMPACT**

No impact at the present time. Upon full funding of the agreement, the Town will provide a budget amendment and begin the process to improve the road.

#### **5.RECOMMENDED ACTION**

Motion to adopt resolution 2015-08.

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2015-08**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE B ROAD IMPROVEMENT AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES, LOXAHATCHEE EQUESTRIAN PARTNERS AND SOLAR SPORTSYSTEMS, INC., ATLANTIC LAND INVESTMENTS, LLC, AND PALM BEACH STATE COLLEGE, RELATING TO IMPROVEMENTS TO B ROAD FROM SOUTHERN BOULEVARD TO OKEECHOBEE BOULEVARD; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Loxahatchee Equestrian Partners, LLC and Solar Sportsystems, Inc., Atlantic Land Investments, LLC., and Palm Beach State College are developing property along Southern Boulevard and B Road within the Town; and,

**WHEREAS**, Loxahatchee Equestrian Partners, LLC and Solar Sportsystems, Inc., Atlantic Land Investments, LLC., Palm Beach State College, and the Town of Loxahatchee Groves have negotiated a B Road Improvement Agreement for the funding and construction of improvements for B Road from Southern Boulevard to Okeechobee Boulevard, a copy of which is attached hereto; and,

**WHEREAS**, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to approve the B Road Improvement Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Council of the Town of Loxahatchee Groves approves the B Road Improvement Agreement, attached hereto and incorporated herein, and authorizes the appropriate Town Officials to execute same.

**Section 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 5.** This Resolution shall become effective immediately upon its passage and adoption.

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 17<sup>TH</sup> DAY OF FEBRUARY, 2015.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor David Browning

\_\_\_\_\_  
Janet Whipple, Town Clerk

\_\_\_\_\_  
Vice Mayor Ron Jarriel

\_\_\_\_\_  
Council Member Tom Goltzené

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Council Member Ryan Liang

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Council Member Jim Rockett

**B ROAD IMPROVEMENT AGREEMENT**

## **B ROAD IMPROVEMENT AGREEMENT**

THIS B ROAD IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into as of the Effective Date (as hereinafter defined), by and between LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, a Florida limited liability company ("LEP"), SOLAR SPORTSYSTEMS, INC, a New York corporation ("SSI") (collectively, LEP and SSI are referred to herein as "Solar Sports"), ATLANTIC LAND INVESTMENTS, LLC, a Florida limited liability company ("ALI"), THE DISTRICT BOARD OF TRUSTEES OF PALM BEACH STATE COLLEGE, a body corporate created under Florida law ("PBSC"), and THE TOWN OF LOXAHATCHEE GROVES, a municipal corporation organized and existing under the laws of the State of Florida ("Town"). Solar Sports, ALI, PBSC and the Town are sometimes each individually referred to herein as a "Party" and collectively as the "Parties", while Solar Sports, ALI and PBSC are sometimes each individually referred to herein as a "Owner" and collectively as the "Owners".

### **RECITALS:**

A. Solar Sports is seeking approval of a project located within the jurisdictional boundaries of the Town, which project is hereinafter referred to as the "Groves Town Center Project", via Rezoning Application REZ 2013-02. LEP and SSI are, collectively, the owners of the property on which the Groves Town Center Project is to be developed (the "Solar Sports Property"), and LEP and SSI shall be jointly and severally liable for all obligations of Solar Sports under this Agreement.

B. ALI is seeking approval of a project located within the jurisdictional boundaries of the Town, which project is hereinafter referred to as the "Loxahatchee Groves Commons Project", via Rezoning Application REZ 2013-01. ALI is the contract purchaser of the property on which the Loxahatchee Groves Commons Project is to be developed (the "ALI Property").

C. PBSC has a project located within the jurisdictional boundaries of the Town, hereinafter referred to as the "College Project", which was approved by the Town via Resolution No. 2012-10. PBSC is the owner of the property on which the College Project is to be developed.

D. The Groves Town Center Project, the Loxahatchee Groves Commons Project and the College Project are sometimes each individually referred to herein as a "Project" and collectively as the "Projects".

E. A portion of each Project abuts B Road within the jurisdictional boundaries of the Town, and it is in the interest of the Parties that the B Road Project (as hereinafter defined) be completed. Further, it is anticipated that certain improvements of the B Road Project will be required as part of the approval of the Groves Town Center Project and the Loxahatchee Groves Commons Project from the Town. While the improvements that are part of the B Road Project were not required by the Town as a condition to the approval of the College Project, PBSC desires to have the B Road Project completed to provide safe access over B Road to and from the College Project.

F. Upon the occurrence of certain conditions specifically provided in this Agreement, PBSC, ALI, or Solar Sports may pay more than their proportionate share of the cost of the B Road Project, which will be done with the understanding that the party paying more than its proportionate share will be reimbursed for their additional costs as specifically provided in this Agreement. Thus, the Parties desire to enter into this Agreement to memorialize their respective rights, duties, and obligations in connection with the B Road Project.

NOW, THEREFORE, for and in consideration of the mutual premises, covenants and agreements set forth herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree as follows:

## DEFINITIONS

### 1.1 B Road Definitions.

A. The term "B Road Paved Section" means B Road from Southern Boulevard north to the B Road entrance to the College Project. The term "B Road Paved Section Project" means the surveying, design, permitting, bidding, construction, paving, testing, administration, and inspection of the B Road Paved Section as a two (2) lane paved roadway, including traffic separator and additional turn lanes at the Southern Boulevard intersection and elsewhere as shown on the preliminary plans, along with associated drainage swales, landscaping, signage, curbing, walkways, utility relocations, right-of-way acquisition, signalization requirements, Solar Sports Temporary Retention Basin (as hereinafter defined) and other associated improvements that may be required for the construction of the B Road Paved Section as it will ultimately be permitted by the applicable Governmental Authority. The preliminary plans for the B Road Paved Section Project are attached hereto as Exhibit "A".

B. The term "B Road OGEM Section" means B Road from the northern terminus of the B Road Paved Section to Okeechobee Boulevard. The term "B Road OGEM Section Project" means the surveying, design, permitting, construction, and inspection of the B Road OGEM Section as a two (2) lane OGEM roadway surface (within the currently existing travel lanes of B Road), including any required collecting canal bridge/culvert improvements, along with associated signage (inclusive of signage identifying "local traffic only" and signage along Okeechobee Boulevard identifying an "alternate access" for the College Property), speed humps, equestrian trail from the entrance of the College Property to the collecting canal along with related equestrian trail traffic control devices, and other associated improvements.

C. The term "B Road Project" means, collectively (i) the B Road Paved Section Project, and (ii) the B Road OGEM Section Project.

### 1.2 Contribution Definitions.

A. The term "Paved Section Contribution" means, for each of PBSC, Solar Sports, and ALI, its financial contribution toward the cost of the B Road Paved Section Project. Each Owner's Paved Section Contribution shall be one-third (1/3) of the Approved Paved Section Budget (as hereinafter defined). Based upon the Approved Paved Section Budget of \$1,043,938.03, the Paved Section Contribution of Solar Sports shall be \$347,979.34, the Paved Section Contribution of ALI shall be \$347,979.34, and the Paved Section Contribution of PBSC shall be \$347,979.34. The foregoing, however, is subject to any Additional Paved Section Contributions (as hereinafter defined) required of the Owners in accordance with Section 3.2.5 of this Agreement.

B. The term "OGEM Section Contribution" means, for each of PBSC, Solar Sports, and ALI, its financial contribution toward the cost of the B Road OGEM Section Project. The OGEM Section Contribution of Solar Sports shall be 50% of the Approved OGEM Section Budget, the OGEM Section Contribution of ALI shall be 18.3% of the Approved OGEM Section Budget, and the OGEM Section Contribution of PBSC shall be 31.7% of the Approved OGEM Section Budget. Based upon the Approved OGEM Section Budget of \$1,111,740.64, the OGEM Section Contribution of Solar Sports shall be \$555,870.32, the OGEM Section Contribution of ALI shall be \$203,448.54, and the OGEM Section Contribution of PBSC shall be \$352,421.78. The foregoing, however, is subject to any Additional OGEM Section Contributions (as hereinafter defined) required of the Owners in accordance with Section 4.3 of this Agreement.

C. The term "Total Contribution" means, for each of PBSC, Solar Sports, and ALI, its Paved Section Contribution plus its OGEM Section Contribution. The Total Contribution of Solar Sports shall be \$903,849.66, the Total Contribution for ALI shall be \$551,427.88, and the Total Contribution of PBSC shall be \$700,401.13. The foregoing, however, is subject to any Additional Paved Section Contributions required of the Owners in accordance with Section 3.2.5 of this Agreement and/or any Additional OGEM Section Contributions required of the Owners in accordance with Section 4.3 of this

Agreement. PBSC, Solar Sports, and ALI acknowledge that the percentages contained in Sections 1.2A and 1.2B in this Agreement are the proportionate shares of the cost of the improvements for each Owner, commensurate with their respective anticipated demands on B Road.

D. The term "Additional Paved Section Contribution" has the meaning provided in Section 3.2.5 hereof. The term "Additional OGEM Section Contribution" has the meaning provided in Section 4.3.2 hereof. The term "Additional Contribution" means both an Additional Paved Section Contribution and an Additional OGEM Section Contribution.

E. The term "Additional Paved Section Funding Date" has the meaning provided in Section 3.2.5 hereof. The term "Additional OGEM Section Funding Date" has the meaning provided in Section 4.3.2 hereof. The term "Additional Funding Date" means the applicable Additional Paved Section Funding Date or Additional OGEM Section Funding Date.

### 1.3 Miscellaneous Definitions

A. The term "Approved Paved Section Budget" shall mean the approved budget for the B Road Paved Section Project, which is attached hereto and made a part hereof as Exhibit "B".

B. The term "Approved OGEM Section Budget" shall mean the approved budget for the B Road OGEM Section Project, which is attached hereto and made a part hereof as Exhibit "B".

C. The term "Effective Date" means the date that this Agreement is last executed by each of the Parties.

D. The term "Escrow Agent" means Gunster, Yoakley & Stewart, P.A.

E. The term "Funding Date" (i) with respect to Solar Sports, shall mean the date that is five (5) business days after the date Solar Sports receives Solar Sports Rezoning Approval (as hereinafter defined) and (ii) with respect to PBSC shall mean the date that is five (5) business days after the first to occur of (1) the date Solar Sports receives Solar Sports Rezoning Approval and (2) the date ALI receives ALI Rezoning Approval (as hereinafter defined).

F. The term "Governmental Authority" means the local, county, state and/or federal governmental, quasi-governmental and/or regulatory department, body and/or agency, or any combination thereof, applicable to a given circumstance.

G. The term "right-of-way" means all road and canal rights-of-way necessary to construct the B Road Paved Section Project.

H. The term "Solar Sports Temporary Retention Basin" means that certain retention basin (together with related inlets and reinforced concrete pipes) to be constructed, as a component of the B Road Paved Section Project, on the Solar Sports Property for the purpose of temporarily (which, for purposes herein, shall mean until such time as Solar Sports or the owner of the Solar Sports Property constructs a permanent storm-water and run-off drainage and retention system on the Solar Sports Property) collecting, on the Solar Sports Property, the Groves Town Center Project's "pro-rata share" of on-site retention of drainage as contemplated in Section 3.3 of this Agreement. A preliminary depiction of the Solar Sports Temporary Retention Basin is depicted on the attached Exhibit "C".

## **PAYMENT OF CONTRIBUTIONS**

2.1 Escrow of Funds. As of the date this Agreement is executed by ALI, and to prevent the imposition of any claims or lien rights provided for under this Agreement against the ALI Property prior to ALI's acquisition of the ALI Property, ALI will have delivered (i) its Paved Section Contribution to the Escrow Agent and (ii) its OGEM Section Contribution to the Escrow Agent, by wire transfer of immediately available funds. As of the date that this Agreement is executed by Solar Sports, (a) Solar Sports will have

delivered to Perry & Taylor, P.A., by wire transfer of immediately available funds, the OGEM Section Contribution for Solar Sports (the “Initial SS Escrow”) and (b) Solar Sports will have caused Perry & Taylor, P.A. to deliver written confirmation to the other Parties that Perry & Taylor, P.A. is in receipt of such Initial SS Escrow. On or before its respective Funding Date, PBSC and Solar Sports shall each deliver (a) its Paved Section Contribution to the Escrow Agent and (b) its OGEM Section Contribution to Escrow Agent, by wire transfer of immediately available funds. Except as otherwise specifically provided for in this Agreement, once an Owner has delivered its Paved Section Contribution to the Escrow Agent and its OGEM Section Contribution to the Escrow Agent, such funds shall thereafter be non-refundable without the prior written consent of all Owners. ALI, Solar Sports, and PBSC shall each provide all other Parties with prompt written confirmation that they have delivered their Total Contribution to the Escrow Agent. Once received by the Escrow Agent, the Total Contribution of all Parties, together with any Additional Contribution required of the Owners in accordance with this Agreement, shall collectively be referred to herein as the “Escrow Funds”. With respect to the Initial SS Escrow, Solar Sports shall cause such Initial SS Escrow to remain in escrow with Perry & Taylor, P.A. until such time as Solar Sports is required to deliver its OGEM Section Contribution to the Escrow Agent in accordance with this Agreement.

## 2.2 Failure to Make Contributions.

2.2.1 Failure by ALI. In the event that (i) PBSC and Solar Sports each deliver their Total Contribution by the Funding Date and any Additional Contribution by the Additional Funding Date, and (ii) ALI is in default with respect to its obligation to deliver an Additional Contribution by the Additional Funding Date, then PBSC and Solar Sports each agree to pay to the Escrow Agent, within sixty (60) days after the Additional Funding Date, the unpaid portion of the Additional Contribution that was due from ALI as follows: (a) PBSC shall pay 50% of the Additional Contribution that was due from ALI, and (b) Solar Sports shall pay 50% of the Additional Contribution that was due from ALI (such payments by PBSC and Solar Sports being referred to as “PBSC/Solar Sports Additional Payments”). Without limiting the applicability of any other provision hereof, the Town shall have the right to enforce the payment of the PBSC/Solar Sports Additional Payments and shall have lien rights against the Solar Sports Property as are provided in 2.2.4.2 for any failure of Solar Sports to deliver its portion of the PBSC/Solar Sports Additional Payments.

### 2.2.2 Remedy for Failure by ALI.

2.2.2.1 Permits/ALI Property. In the event that ALI is in default with respect to its obligation to deliver an Additional Contribution by the Additional Funding Date, then the Town will thereafter not grant any land development permits, building permits, or amendments to the site plan for the Loxahatchee Groves Commons Project or any other project on the ALI Property until an amount of money equal to the Additional Contribution to have been paid by ALI, together with interest accruing at the rate of 9% per annum, has been paid to PBSC and Solar Sports by ALI or the then current owner of the ALI Property (the “ALI Payment”). The foregoing interest shall accrue from and after the date PBSC and Solar Sports deliver their respective PBSC/Solar Sports Additional Payments to the Escrow Agent through such date that the ALI Payment is paid to PBSC and Solar Sports as provided herein. Within five (5) business days after PBSC’s and Solar Sports’ receipt of the ALI Payment (which ALI Payment shall ultimately be disbursed to PBSC and Solar Sports in accordance with the percentages referenced in Section 2.2.1 of this Agreement), PBSC and Solar Sports shall deliver a written notice to the Town acknowledging receipt of the ALI Payment (the “ALI Payment Notice”). Upon the Town’s receipt of the ALI Payment Notice, the Town shall thereafter be permitted to grant land development permits, building permits and amendments to the site plan for the Loxahatchee Groves Commons Project or any other project on the ALI Property. The Town agrees to include conditions in the approval of the Loxahatchee Groves Commons Project that reflect ALI’s obligation to fund the B Road Project as provided in this Agreement.

2.2.2.2 Lien Rights/ALI Property. In the event that (i) ALI is in default with respect to its obligation to deliver an Additional Contribution by the Additional Funding Date, and (ii) PBSC and/or Solar Sports deliver their respective PBSC/Solar Sports Additional Payments, such

PBSC/Solar Sports Additional Payments, together with interest accruing at the rate of 9% per annum, which interest shall accrue from and after the date that PBSC and/or Solar Sports deliver their respective PBSC/Solar Sports Additional Payments to the Escrow Agent through such date that the ALI Payment is paid to PBSC and Solar Sports as provided in Section 2.2.2.1 of this Agreement, will be a secured right and a secured obligation, and a lien therefor will attach to the ALI Property and shall be effective upon recording notice thereof in the Public Records of Palm Beach County, Florida; provided, however, such lien will be subordinate (a) to the lien of any first mortgage in favor of a bank, savings and loan association, insurance company, pension fund, real estate investment company or trust or other individual or entity making a bona-fide loan to ALI with respect to the ALI Property and (b) to the leasehold rights and interests of up to two (2) anchor tenants, each leasing more than 15,000 square feet of the ALI Property and/or improvements located thereon and whose rights are evidenced by a recorded memorandum of lease. In order to evidence such lien rights, ALI agrees to execute a memorandum of agreement in the form attached hereto as Exhibit "E" (the "Memorandum of Agreement") and to record the Memorandum of Agreement in the public records against the ALI Property within ten (10) Business Days after the ALI Rezoning Approval has been obtained.

2.2.3 Failure by Solar Sports. In the event that (i) PBSC and ALI each deliver their Total Contribution by the Funding Date and any Additional Contribution by the Additional Funding Date, and (ii) Solar Sports is in default with respect to its obligation to deliver its Total Contribution by the Funding Date or any Additional Contribution by the Additional Funding Date, then PBSC and ALI each agree to pay to the Escrow Agent, within sixty (60) days after the Funding Date or Additional Funding Date, as applicable, the unpaid portion of the Total Contribution or Additional Contribution that was due from Solar Sports as follows: (a) PBSC shall pay 50% of the Total Contribution and Additional Contribution that was due from Solar Sports and (b) ALI shall pay 50% of the Total Contribution and Additional Contribution that was due from Solar Sports (such payments by PBSC and ALI being referred to as the "PBSC/ALI Additional Payments"). Without limiting the applicability of any other provision hereof, the Town shall have the right to enforce the payment of the PBSC/ALI Additional Payments, and shall have lien rights against the ALI Property as are provided in 2.2.2.2 for any failure of ALI to deliver its portion of the PBSC/ALI Additional Payments.

#### 2.2.4 Remedy for Failure by Solar Sports.

2.2.4.1 Permits/Solar Sports Property. In the event that Solar Sports is in default with respect to its obligation to deliver its Total Contribution by the Funding Date or any Additional Contribution by the Additional Funding Date, then the Town will thereafter not grant any land development permits, building permits, or site plan approvals for the Groves Town Center Project or any other project on the Solar Sports Property until an amount of money equal to the applicable Total Contribution and any Additional Contribution to have been paid by Solar Sports, together with interest accruing at the rate of 9% per annum, has been paid to PBSC and ALI by Solar Sports or the then current owner of the Solar Sports Property (the "Solar Sports Payment"). The foregoing interest shall accrue from and after the date PBSC and ALI deliver their respective PBSC/Solar Sports Additional Payments to the Escrow Agent through such date that the Solar Sports Payment is made to PBSC and ALI as provided herein. Within five (5) business days after PBSC's and ALI's receipt of the Solar Sports Payment (which Solar Sports Payment shall ultimately be disbursed to PBSC and ALI in accordance with the percentages referenced in Section 2.2.3 of this Agreement), PBSC and ALI shall deliver a written notice to the Town acknowledging receipt of the Solar Sports Payment (the "Solar Sports Payment Notice"). Upon the Town's receipt of the Solar Sports Payment Notice, the Town shall thereafter be permitted to grant land development permits, building permits and site plan approvals for the Groves Town Center Project or any other project on the Solar Sports Property. The Town agrees to include conditions in the approval of the Groves Town Center Project that reflect Solar Sports' obligation to fund the B Road Project as provided in this Agreement.

2.2.4.2 Lien Rights/Solar Sports Property. In the event that (i) Solar Sports is in default with respect to its obligation to deliver its Total Contribution by the Funding Date or any Additional Contribution by the Additional Funding Date, and (ii) PBSC and/or ALI deliver their respective PBSC/ALI Additional Payments, such PBSC/ALI Additional Payments, together with interest accruing at the rate of 9% per annum, which interest shall accrue from and after the date that PBSC and/or ALI deliver their

respective PBSC/Solar Sports Additional Payments to the Escrow Agent through such date that the Solar Sports Payment is made to PBSC and ALI as provided in Section 2.2.4.1 of this Agreement, will be a secured right and a secured obligation, and a lien therefor will attach to the Solar Sports Property and shall be effective upon recording notice thereof in the Public Records of Palm Beach County, Florida; provided, however, such lien will be subordinate (a) to the lien of any first mortgage in favor of a bank, savings and loan association, insurance company, pension fund, real estate investment company or trust or other individual or entity making a bona-fide loan to Solar Sports with respect to the Solar Sports Property and (b) to the leasehold rights and interests of up to two (2) anchor tenants, each leasing more than 15,000 square feet of the Solar Sports Property and/or improvements located thereon and whose rights are evidenced by a recorded memorandum of lease. In order to evidence such lien rights, Solar Sports agrees to execute and record the Memorandum of Agreement in the public records against the Solar Sports Property within ten (10) Business Days after the Solar Sports Rezoning Approval has been obtained.

2.2.5 Failure by PBSC. In the event that (i) Solar Sports and ALI each deliver their Total Contribution by the Funding Date and any Additional Contribution by the Additional Funding Date, and (ii) PBSC is in default with respect to its obligation to deliver its Total Contribution by the Funding Date or any Additional Contribution by the Additional Funding Date, then Solar Sports and ALI each agree to pay to the Escrow Agent, within sixty (60) days after the Funding Date or Additional Funding Date, as applicable, the unpaid portion of the Total Contribution and any Additional Contribution that was due from PBSC as follows: (a) Solar Sports shall pay 50% of the Total Contribution and any Additional Contribution that was due from PBSC, and (b) ALI shall pay 50% of the Total Contribution and any Additional Contribution that was due from PBSC (such payments by Solar Sports and ALI being referred to as "Solar Sports/ALI Additional Payments").

2.2.6 Remedy for Failure by PBSC. In the event that PBSC is in default with respect to its obligation to deliver its Total Contribution by the Funding Date or any Additional Contribution by the Additional Funding Date, the remedies available to Solar Sports and ALI shall be governed by Section 5.1 of this Agreement. In conjunction with the foregoing, in the event Solar Sports and ALI deliver their respective Solar Sports/ALI Additional Payments, such remedies available to Solar Sports and ALI under Section 5.1 of this Agreement shall include the right for each of Solar Sports and ALI to seek reimbursement from PBSC in an amount equal to their respective portion of the Solar Sports/ALI Additional Payments, together with interest accruing at the rate of 9% per annum (the "PBSC Payment"). The foregoing interest shall accrue from and after the date Solar Sports and ALI deliver their respective Solar Sports/ALI Additional Payments to the Escrow Agent through such date that the PBSC Payment is made by PBSC to Solar Sports and ALI.

## 2.3 Reimbursement to Owners.

2.3.1 Reimbursement to PBSC. In the event that under this Agreement, PBSC pays more than its proportionate share of responsibility towards the B Road Project (e.g., in the event that PBSC pays more than the percentage specified in Section 1.2A or 1.2B of this Agreement), the Town agrees to comply with Section 1013.51(3), Florida Statutes, to assure that PBSC is reimbursed for the additional costs incurred by PBSC to the extent that other development occurs which demands use of B Road. Notwithstanding the foregoing, the Town shall not be required to deliver any such funds to PBSC until the same are received from other parties, but the Town agrees to deliver such funds to PBSC within thirty (30) days after the Town's receipt of such funds from other parties.

2.3.2 Reimbursement to ALI. In the event that under this Agreement, ALI pays more than its proportionate share of responsibility towards the B Road Project (e.g., in the event that ALI pays more than the percentage specified in Section 1.2A or 1.2B of this Agreement), then the Town agrees to use reasonable efforts to assure that ALI is reimbursed for the additional costs incurred by ALI to the extent that other development occurs which demands use of B Road. Notwithstanding the foregoing, the Town shall not be required to deliver any such funds to ALI until the same are received from other parties, but the Town agrees to deliver such funds to ALI within thirty (30) days after the Town's receipt of such funds from other parties.

2.3.3 Reimbursement to Solar Sports. In the event that under this Agreement, Solar Sports pays more than its proportionate share of responsibility towards the B Road Project (e.g., in the event that Solar Sports pays more than the percentage specified in Section 1.2A or 1.2B of this Agreement), then the Town agrees to use reasonable efforts to assure that Solar Sports is reimbursed for the additional costs incurred by Solar Sports to the extent that other development occurs which demands use of B Road. Notwithstanding the foregoing, the Town shall not be required to deliver any such funds to Solar Sports until the same are received from other parties, but the Town agrees to deliver such funds to Solar Sports within thirty (30) days after the Town's receipt of such funds from other parties.

2.4 No Other Obligations. Upon delivery by ALI, Solar Sports, or PBSC of its respective Total Contribution and any Additional Contributions required in accordance with this Agreement, and subject to disbursement of the same in accordance with this Agreement, all monetary obligations of such Owner with respect to the B Road Project shall be deemed satisfied.

2.5 Development and Cooperation Agreement. ALI agrees that PBSC's Total Contribution (together with any Additional Contributions required of PBSC in accordance with this Agreement), and subject to disbursement of the same in accordance with this Agreement, satisfies and fulfills all of PBSC's obligations with respect to B Road as set forth in Sections 7, 8 and 9 of that certain Development and Cooperation Agreement between PBSC and ALI dated February 3, 2012 (the "Development and Cooperation Agreement"). PBSC agrees that ALI's Total Contribution (together with any Additional Contributions required of ALI in accordance with this Agreement), and subject to disbursement of the same in accordance with this Agreement, satisfies and fulfills all of ALI's obligations with respect to B Road as set forth in Sections 7, 8 and 9 of the Development and Cooperation Agreement.

## **THE B ROAD PAVED SECTION**

### 3.1 Plans and Specifications/Governmental Approvals.

3.1.1 Funding of Plans and Specifications. Prior to the Effective Date, Solar Sports, ALI, and PBSC have entered into that certain Memorandum of Understanding dated June 6, 2014 ("MOU") regarding the preparation of plans and specifications for the B Road Paved Section Project (the "Plans and Specifications"). Accordingly, the funding of the Plans and Specifications is governed by the provisions of the MOU and the Plans and Specifications are not included in the Approved Paved Section Budget; provided, however, any additional costs for the Plans and Specifications above the amount specified in the MOU (the "Additional Plan Costs") shall be (i) subject to the approval of the Owners using the approval procedure and process otherwise applicable to a Modification (as hereinafter defined) and (ii) upon such subsection (i) approval (or deemed approval), thereafter paid for by the Owners, one-third (1/3) each, within five (5) business days after such approval (or deemed approval). Any such Additional Plan Costs due and payable by an Owner, and the rights and remedies available to the other Parties in the event of a failure of an Owner to fund such Additional Plan Costs, shall be governed by the same terms and conditions otherwise applicable to an Additional Paved Section Contribution.

3.1.2 Approval of Plans and Specifications. The Owners, using diligent, good faith efforts, shall agree on the final Plans and Specifications by that date which is thirty (30) days after the Effective Date (the "Outside Plan Approval Date"). In the event the Owners are unable to agree on the final Plans and Specifications on or before the Outside Plan Approval Date, then the last version of the Plans and Specifications, along with the most recent set of comments to such Plans and Specifications from each of the Owners, shall be submitted to Alan Gerwig & Associates, Inc. ("Gerwig") for a determination as to the final Plans and Specifications. The determination made by Gerwig as to the final Plans and Specifications shall be final and binding upon (and deemed approved by) all Owners, absent manifest error. The aforementioned review, comment and approval process as detailed in this Section 3.1.2 of this Agreement shall apply to all updates, modifications and/or amendments to the Plans and Specifications.

3.1.3 Governmental Approvals. The Parties acknowledge that PBSC has already submitted the preliminary Plans and Specifications, which are attached hereto as Exhibit "A", to the applicable Governmental Authorities for permitting of the B Road Paved Section Project. No later than fifteen (15) business days after final approval of the Plans and Specifications in accordance Section 3.1.2 of this Agreement, to the extent such final Plans and Specifications are different then the foregoing preliminary Plans and Specifications, PBSC shall submit such approved final Plans and Specifications, together with all other necessary authorizations, submittals and applications (collectively, "Submittals"), to the applicable Governmental Authorities having approval over such Plans and Specifications. PBSC shall thereafter diligently pursue, in good faith, receipt of final, non-appealable approval of the Plans and Specifications by such Governmental Authorities (such final, non-appealable approval being known as "B Road Paved Section Project Approval"). ALI and Solar Sports agree to diligently, in good faith, cooperate with PBSC in connection with the Governmental Authorities' approval process as described in this Section 3.1.3 of the Agreement. PBSC shall keep the other Owners reasonably informed of its progress in obtaining the approvals described under this Section 3.1.3 of the Agreement (which obligation shall include, without limitation, (i) providing copies of all Submittals to the other Owners simultaneously with, or promptly after, submission of such Submittals to the applicable Governmental Authorities, (ii) providing to each of the other Owners reasonable advance notice regarding any public meetings, hearings and/or workshops relating to the Submittals, and (iii) promptly providing to the other Owners copies of all material correspondence to and/or from the applicable Governmental Authorities received or provided in connection with the Submittals).

### 3.2 Construction Management Agreement.

3.2.1 Promptly after all applicable Governmental Authorities have approved the Plans and Specifications, PBSC shall cause Balfour Beatty Construction (the "Construction Manager") to competitively bid all aspects of the B Road Paved Section Project with third party subcontractors for the construction of the B Road Paved Section Project, which bids for the construction of the B Road Paved Section Project must comply with the legal requirements for bids in connection with publicly financed projects. Moreover, Solar Sports and ALI acknowledge and agree that PBSC's obligation's hereunder must comply with all applicable procurement laws, codes, and with PBSC's internal policies and procedures. Any bid received shall be promptly delivered to all other Owners for their review and all bids must be received within sixty (60) days after the date of B Road Paved Section Project Approval (or other time period acceptable to all Owners) to be eligible for consideration (such bids received within such period and otherwise in accordance with this Agreement shall be deemed "Qualified Bid(s)"). No later than that date which is ninety (90) days after the date of the B Road Paved Section Project Approval or other time period acceptable to all Owners (the "Outside Selection Date"), the Owners shall, using diligent, good faith efforts, select from the Qualified Bids the subcontractors to perform the construction of the B Road Paved Section Project in accordance with this Agreement. In the event the Owners are unable to agree on the final subcontractors on or before the Outside Selection Date, then all Qualified Bids shall be submitted to Gerwig for a determination as to the final subcontractors to be used. The determination made by Gerwig as to the subcontractors shall be final and binding upon (and deemed approved by) all Owners, absent manifest error.

3.2.2 As of the Effective Date, PBSC has entered into a construction management agreement with the Construction Manager (the "Construction Management Agreement") for management of the construction of the College Project and the B Road Paved Section Project. Notwithstanding that the Construction Management Agreement includes the College Project, PBSC shall ensure that all components of the B Road Paved Section Project (including all warranties, guarantees and indemnities) and costs related to the B Road Paved Section Project are separately identified and invoiced accordingly. Unless otherwise agreed to in writing by the Owners, the amount of the Construction Management Agreement shall not exceed the amount of the accepted Qualified Bids, plus (i) 8.00% for general conditions, (ii) 4.5% for the fee to be charged by the Construction Manager, (iii) 1.04% for liability insurance, (iv) 0.69% for the performance and payment bond, and (v) a reasonable charge, consistent with the breakdown contained in Exhibit "B", for builder's risk insurance. After the Effective Date, PBSC shall cause the Construction Management Agreement to be amended to contain the following terms: (a) All Parties (and, to the extent requested by an Owner and permitted by the insurance company, its

respective lender) must be named as an additional insured on all insurance policies maintained, or required to be maintained, by Construction Manager; (b) All notices and/or other correspondence sent by PBSC to Construction Manager or Construction Manager to PBSC regarding the construction of the B Road Paved Section Project must be promptly provided to the other Owners; (c) All guarantees and warranties provided for with respect to the B Road Paved Section Project must run to the benefit of all of the Parties, their respective successors and/or assigns; (d) An outside completion date for construction of the B Road Paved Section Project of December 31, 2015; and (e) The Construction Manager shall cause the construction of the B Road Paved Section Project in full compliance with (1) the final Plans and Specifications approved (or deemed approved) by the Owners in accordance with Section 3.1.2 of this Agreement and (2) the B Road Paved Section Project Approval.

3.2.3 PBSC, as a result of being the sole Party in contractual privity with the Construction Manager, shall have the sole duty, responsibility and obligation to ensure that the B Road Paved Section Project is completed in accordance with the terms and conditions of the Construction Management Agreement. PBSC agrees to use commercially reasonable efforts to pursue all rights and remedies available under the Construction Management Agreement to ensure the proper and timely performance by the Construction Manager of the B Road Paved Section Project in accordance with the terms and conditions of such Construction Management Agreement; provided, however, (i) the foregoing shall not be construed to make PBSC a guarantor of the work to be performed under the Construction Management Agreement, and (ii) PBSC shall not be obligated to deliver any monetary damages to any other Parties for a default by the Construction Manager under the Construction Management Agreement until same are received from the Construction Manager. Moreover, Solar Sports and ALI acknowledge and agree that PBSC's obligation's under this Agreement must comply with all applicable procurement laws, codes, and with PBSC's internal policies and procedures.

3.2.4 All change orders, modifications and/or other amendments to the Construction Management Agreement relating to the B Road Paved Section Project (hereinafter referred to as "Modification(s)") must be agreed to in writing by all Owners, which agreement shall not be unreasonably withheld, conditioned and/or delayed. In the event the Owners are unable to agree on the Modification within fifteen (15) days after the date such Modification is initially submitted to each of the Owners for their review and approval, the Modification shall be submitted to Gerwig for a determination as to the final approval of such Modification. The determination made by Gerwig as to the Modification shall be final and binding upon (and deemed approved by) all Owners, absent manifest error.

3.2.5 In the event that a Modification approved in accordance with Section 3.2.4 of this Agreement increases the total cost of the construction of the B Road Paved Section Project, each of the Owners shall deliver to the Escrow Agent, within five (5) business days after the effective date of the applicable Modification (the "Additional Funding Date"), an amount equal to their one-third (1/3) share of such increased cost, by wire transfer of immediately available funds (the "Additional Paved Section Contribution"). Except as otherwise specifically provided for in this Agreement, once all of the Owners have delivered their Additional Paved Section Contribution to the Escrow Agent, such funds shall be deemed part of the "Escrowed Funds" and, except as otherwise provided in this Agreement, thereafter be non-refundable without the prior written consent of all Owners. ALI, Solar Sports, and PBSC shall each provide all other Owners with prompt written confirmation that they have delivered their Additional Paved Section Contribution to the Escrow Agent.

3.3 Dedications of Right-of-Way. PBSC, Solar Sports, and ALI shall each dedicate, grant, and convey (or cause to be dedicated, granted, and conveyed, provided the foregoing shall not be deemed to impose any obligation on an Owner to cause another Owner to comply with the terms and conditions of this Section 3.3 of the Agreement) to the applicable Governmental Authority, for no consideration, as and when required by such Governmental Authority, the rights-of-way for the B Road Paved Section Project that are more particularly described on Exhibit "D" attached hereto. Solar Sports and ALI acknowledge that any such dedications, grants and conveyances by PBSC shall require the prior written approval of its Board of Trustees. Each Project will be responsible for its "pro-rata share" of on-site retention of drainage with respect to the B Road Paved Section as shown on the final Plans and Specifications.

## **DUTIES OF ESCROW AGENT/RELEASE OF ESCROW FUNDS**

4.1 Duties of the Escrow Agent; Indemnification; Continued Representation of PBSC. Escrow Agent is directed to place the Escrow Funds received in a non-interest bearing escrow account with any state or federally licensed and deposit insured financial institution having branch offices in Palm Beach County, Florida. Except as otherwise specifically provided in this Agreement, Escrow Agent shall only release and disburse the Escrow Funds upon the written consent or agreement of all Parties; provided, however, the consent of the Town shall not be required for payment of invoices with respect to the B Road Paved Section Project from the Paved Section Contributions held by Escrow Agent. If there is any dispute as to the disposition of Escrow Funds in accordance with the terms and conditions of this Agreement, then Escrow Agent is authorized to interplead such Escrow Funds into any court of competent jurisdiction located in Palm Beach County, Florida, and thereupon the Escrow Agent shall be released from all obligations under this Agreement with respect to the funds interpleaded.

The Parties further agree to indemnify, defend and save Escrow Agent harmless from and against any claims, damages, losses or expenses incurred by it (including reasonable attorneys' fees, paralegal and paraprofessional charges and costs) arising from the performance of its duties hereunder, except for such claims, damages, losses or expenses as are incurred by Escrow Agent through its own acts of gross negligence or willful and intentional misconduct. This indemnification shall survive any termination or expiration of this Agreement. Escrow Agent shall have no liability with regard to any duty under this Agreement nor be responsible for loss of any monies held by it except in the event of gross negligence or willful and intentional misconduct on the part of Escrow Agent. The Parties acknowledge and agree that Escrow Agent is also the law firm representing PBSC with respect to this Agreement. Notwithstanding its duties as the escrow agent under this Agreement, Escrow Agent shall have the right to continue to represent PBSC in connection with all matters arising from, in connection with, or related to this Agreement including, without limitation, any dispute or litigation related to this Agreement.

4.2 Release of Escrow Funds – Paved Section. PBSC shall, promptly upon its receipt, deliver to the Escrow Agent copies of all billing invoices received from Construction Manager in connection with the Construction Management Agreement, with a copy simultaneously delivered to Solar Sports and ALI. Solar Sports and ALI shall, within fifteen (15) days after receipt of an invoice, notify the Escrow Agent and PBSC in writing of their agreement with such invoice, or their disagreement with such invoice, stating the specific reasons for their disagreement. In the event of a disagreement between PBSC, Solar Sports, and ALI with respect to the payment of any invoice received from Construction Manager, then PBSC, Solar Sports, and ALI shall work together for a period of thirty (30) days to resolve such disagreement. In the event such disagreement has not been resolved within such thirty (30) day period, then the disagreement shall be submitted to Gerwig for a final determination as to whether such invoice should be paid. The determination made by Gerwig shall be final and binding upon (and deemed approved by) all Owners, absent manifest error. Upon the Escrow Agent's receipt of a billing invoice from Construction Manager, along with either the written agreement of PBSC, Solar Sports, and ALI with respect to such invoice or Gerwig's determination (as applicable in accordance with this Section 4.2), the Escrow Agent shall use its Escrow Funds to pay the amount of such invoice directly to Construction Manager.

### 4.3 Release of Escrow Funds and OGEM Increase – OGEM Section.

4.3.1 OGEM Plans and Specifications. The Parties, using diligent, good faith efforts, shall agree on the plans and specifications for the B Road OGEM Section Project (the "OGEM Plans and Specifications") by that date which is [REDACTED] ( [REDACTED] ) days after the Effective Date (the "Outside OGEM Plan Approval Date"). In the event the Parties are unable to agree on the final OGEM Plans and Specifications on or before the Outside OGEM Plan Approval Date, then the last version of the plans and specifications, along with the most recent set of comments to such from each of the Parties, shall be submitted to Keshavarz & Associates ("Keshavarz") for a determination as to the final OGEM Plans and Specifications. The determination made by Keshavarz as to the final OGEM Plans and Specifications shall be final and binding upon (and deemed approved by) all Parties, absent manifest error.

4.3.2 OGEM Section Contribution and OGEM Increase. The Escrow Agent shall be responsible for holding the Escrow Funds for the B Road OGEM Section Project and for all payments from such escrow account. The Town shall include a provision in the Construction Management Agreement for the B Road OGEM Section where the contractor acknowledges that the price is based upon the approved plans for the B Road OGEM Section and an on-site inspection of the existing conditions of the road; provided, however, the Parties acknowledge and agree that the foregoing shall not be deemed to prohibit the inclusion of a force majeure provision in the Town's Construction Management Agreement for the B Road OGEM Section. In the event that the total cost for construction of the OGEM Section Project exceeds the OGEM Section Contribution (an "OGEM Increase"), such OGEM Increase must be agreed to in writing by all of the Owners, which agreement shall not be unreasonably withheld, conditioned and/or delayed. In the event the Owners are unable to agree on an OGEM Increase within thirty (30) days after the date such OGEM Increase is initially submitted to each of the Owners for their review and approval, such OGEM Increase shall be submitted to Keshavarz for a final determination as to the approval of the amount of such OGEM Increase. The determination made by Keshavarz as to the amount of such OGEM Increase shall be final and binding upon (and deemed approved by) all Owners, absent manifest error. Within five (5) business days after approval (or determination by Keshavarz) of an OGEM Increase as provided in this Section 4.3 (the "Additional OGEM Funding Date"), each of the Owners shall deliver to the Escrow Agent an amount equal to their "share" (which, for purposes of this Section 4.3 of the Agreement, each Owner's "share" shall be based on each Owner's respective percentages provided for in Section 1.2B of this Agreement) of such OGEM Increase by wire transfer of immediately available funds (the "Additional OGEM Section Contribution(s)"). Notwithstanding anything in this Agreement to the contrary, no Owner shall be liable for payment of any Additional OGEM Section Contribution(s), unless such request for an Additional OGEM Section Contribution(s) is delivered to such Owner on or before the date that is [REDACTED] ( [REDACTED] ) months after the Effective Date of this Agreement ("OGEM Notice Date"); provided, however, the OGEM Notice Date shall be stayed for the duration of any bid protest or legal action which stays the procurement process or for any period of time in which the Town is closed for business due to a force majeure event, but only for so long as the Town is using diligent, good faith efforts to address such bid protest, legal action or force majeure event so as to be able to continue with the B Road OGEM Section Project. The Town shall provide written notice to all Parties within fifteen (15) business days after the occurrence of issuance of any stay or any force majeure event. Once PBSC, Solar Sports, and ALI have delivered their OGEM Section Contribution and Additional OGEM Section Contribution(s) (if applicable in accordance with this Section 4.3) to the Escrow Agent, they shall have no further obligation with respect to the OGEM Section Project or the Escrow Funds for the B Road OGEM Section Project.

4.3.3 Release of Escrow Funds – OGEM Section. The Town shall be responsible for supervising completion of the B Road OGEM Section Project in compliance with all applicable laws. The Town shall, promptly upon its receipt, deliver to the Escrow Agent copies of all billing invoices received from the contractor engaged by the Town to complete the B Road OGEM Section Project, with a copy simultaneously delivered to each of the Owners. The Owners shall, within fifteen (15) days after receipt of an invoice, notify the Escrow Agent and the Town in writing of their agreement with such invoice, or their disagreement with such invoice, stating the specific reasons for their disagreement. In the event of a disagreement between the Parties with respect to the payment of any invoice for the B Road OGEM Section Project, then the Parties shall work together for a period of thirty (30) days to resolve such disagreement. In the event such disagreement has not been resolved within such thirty (30) day period, then the disagreement shall be submitted to Keshavarz for a determination as to whether such invoice should be paid. The determination made by Keshavarz shall be final and binding upon (and deemed approved by) all Parties, absent manifest error. Upon the Escrow Agent's receipt of a billing invoice from the Town, along with either the written agreement of the Parties with respect to such invoice or Keshavarz's determination (as applicable, in accordance with this Section), the Escrow Agent shall use its Escrow Funds for the B Road OGEM Section Project to pay the amount of such invoice directly to the Town's contractor.

4.4 Refund of Paved Section Contributions. Within thirty (30) days after the B Road Paved Section has been completed and has been accepted by the Town ("Paved Section Completion"), the

Town shall notify the Escrow Agent in writing of such completion. Once the Escrow Agent has received such written confirmation from the Town of the Paved Section Completion, the Escrow Agent shall, if there are any remaining Paved Section Contributions and/or Additional Paved Section Contributions held in escrow, reimburse such funds to the Owners according to the ratio by which they made their Paved Section Contributions.

4.5 Refund of OGEM Section Contributions. Within thirty (30) days after the B Road OGEM Section has been completed and has been accepted by the applicable Governmental Authority ("OGEM Section Completion"), the Town shall notify the Escrow Agent in writing of such completion. Once the Escrow Agent has received such written confirmation from the Town of the OGEM Section Completion, the Escrow Agent shall, if there are any remaining OGEM Section Contributions and/or Additional OGEM Section Contributions held in escrow, reimburse such funds to the Owners according to the ratio by which they made their OGEM Section Contributions.

### **DEFAULT**

5.1 If a Party fails to perform any of its obligations under this Agreement (including the obligation to pay any amount owed by such Party) (such Party being referred to as the "Violating Party"), and (a) in the event of a monetary obligation, such failure continues for a period of five (5) business days after the Violating Party receives written notice from a non-defaulting Party requesting that such Violating Party correct such failure to perform or (b) in the event of a non-monetary obligation, such failure continues for a period of fifteen (15) days after the Violating Party receives written notice from a non-defaulting Party requesting that the Violating Party correct such failure (or if such non-monetary failure is not reasonably capable of cure within such fifteen (15) day period, such longer period, not to exceed thirty (30) days in total, as may reasonably be required, so long as such Party is diligently working to effect such cure), such Violating Party shall be deemed in "default" under this Agreement with respect to said obligation and any non-defaulting Party shall have the right to seek all available remedies at law or in equity. If the default concerns any failure on the part of a Party to dedicate, grant, and convey any right-of-way, then any other Party shall have the right to commence an action for specific performance against such Party to compel the defaulting Party to dedicate, grant, and convey any such right-of-way in accordance with the terms of this Agreement; provided, however, Solar Sports, ALI, and the Town acknowledge that any such dedications, grants and conveyances by PBSC shall require the prior written approval of its Board of Trustees. For the purposes of clarification, when used in this Agreement, the term "default" shall mean such applicable Party's failure to perform the respective obligation(s) under this Agreement after expiration of the applicable notice and cure period as provided for in this Section 5.1.

### **REPRESENTATION, WARRANTIES AND COVENANTS OF THE PARTIES**

6.1 Each Party, on its own behalf and as to only itself, hereby represents, warrants, covenants, and agrees to and with the other Parties that the following are true and correct as of the Effective Date: (i) such Party is a limited liability company, corporation, or other lawful body, duly formed and validly existing in the state of its formation and has the full right and lawful authority to enter into this Agreement; (ii) the execution and delivery of this Agreement by such Party has been duly authorized and no consent of any other person or entity to such execution or delivery is required to render this Agreement a valid and binding instrument enforceable against such Party in accordance with its terms; and (iii) such Party shall comply with and abide by the terms and conditions of this Agreement.

### **NOTICE AND MISCELLANEOUS**

7.1 Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), or mailed by certified or registered mail, return receipt requested, in a postage pre-paid envelope, and addressed as follows:

As to Solar Sports: Loxahatchee Equestrian Partners, LLC  
Attn: Terry Burton, Esq.  
40 Fountain Plaza  
Buffalo, New York 14202  
Email: TBurton@dnc.inc.com

With a copy to: F. Martin Perry, Esq.  
Perry & Taylor, P.A.  
4500 PGA Boulevard, Suite 204  
Palm Beach Gardens, Florida 33418  
Email: fmpjerri@perrytaylorlaw.com

As to ALL: Atlantic Land Investments, LLC  
Attn: Joseph D. Lelonek  
360 Columbia Drive, Suite 102  
West Palm Beach, FL 33409  
Email: jlelonek@atlanticland.com

With a copy to: Nason, Yeager, Gerson, White & Lioce, P.A.  
Attn: Brian C. Hickey, Esq.  
1645 Palm Beach Lakes Blvd., Suite 1200  
West Palm Beach, FL 33401  
Email: bhickey@nasonyeager.com

As to PBSC: Richard Becker  
Vice President – Administration & Business Services  
Palm Beach State College  
4200 Congress Avenue  
Lake Worth, FL 33461-4796  
Email: beckerr@palmbeachstate.edu

With a copy to: Gunster, Yoakley & Stewart, P.A.  
Attn: Brian M. Seymour, Esq.  
777 S. Flagler Drive, Suite 500  
West Palm Beach, FL 33401  
Email: bseymour@gunster.com

As to Town: Town of Loxahatchee Groves  
Attn: Bill Underwood  
14579 Southern Blvd. Suite 2  
Loxahatchee Groves, FL 33470  
Email:wunderwood@loxahatcheegrovesfl.gov

With a copy to: Goren, Cherof, Doody & Ezrol, P.A.  
Attn: Michael D. Cirullo, Jr.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Email: MCirullo@cityatty.com

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, and notices sent via certified mail shall be deemed given three (3) days after being deposited in the U.S. Mail and receipt of an United States Postal Service tracking record evidencing receipt. Email correspondence shall be a permitted form of notice and shall be deemed given on the day sent if sent prior to 5:00pm on a business day, and if sent after 5:00pm on a business day or on a non-business day, shall be deemed given on the following business day. Any Party shall have the right to change its notice information given above by providing the other Party with notice of such change in accordance with notice

provisions contained in this paragraph. Any notice from a Party may be delivered by the attorney representing such Party. All notices hereunder shall be delivered to all Parties.

7.2 The recitations set forth in the recitals of this Agreement are true and correct and are incorporated herein by reference. This Agreement shall be construed and governed in accordance with laws of the State of Florida, and in the event of any litigation hereunder, the venue for any such litigation shall be exclusively in Palm Beach County, Florida, and in any such litigation regarding this Agreement, the prevailing Party in any such litigation shall be reimbursed all reasonable attorneys' and paraprofessionals' fees and costs (trial and all appellate levels and proceedings) incurred by the prevailing Party(ies) from the non-prevailing Party(ies). Each Party has participated fully in the negotiation and preparation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any Party. In the event any provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or re-construed as such authority determines, and the remainder of this Agreement shall remain in full force and effect. In construing this Agreement, unless the context clearly and unambiguously intends otherwise, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the use of any gender shall include every other gender.

7.3 The Parties agree that this Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signatures of the Parties on copies of this Agreement transmitted by facsimile transmission or email (e.g., PDF) shall be deemed originals for all purposes of this Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes any other agreement or understanding of the Parties with respect to the matters contained herein, including but not limited to the Development and Cooperation Agreement. This Agreement may not be amended or modified except in writing signed by the Party against whom enforcement of such amendment or modification is sought. No waiver of any term, provision, condition, covenant or agreement herein contained by a Party shall be effective unless set forth in a writing signed by such Party, and any such waiver shall be effective only to the extent set forth in such writing. No failure by a Party to exercise nor a delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any right or remedy provided at law or in equity. No right, power or remedy of any Party is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

7.4 The headings of the sections, paragraphs and subparagraphs of this Agreement are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

7.5 TIME IS OF THE ESSENCE IN THIS AGREEMENT. The Parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday, or a state or national holiday, then the time for such performance shall be extended until the next business day thereafter occurring. This Agreement shall become effective on the date on which the last of Parties execute the same.

7.6 NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE OWNERS ACKNOWLEDGE AND AGREE THAT (I) NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED AND/OR OTHERWISE CONSTITUTE ANY ACKNOWLEDGEMENT, AGREEMENT, WARRANTY, GUARANTY AND/OR OTHER CONTRACTUAL AGREEMENT BY THE TOWN TO OR WITH ANY OF THE OWNERS AS TO THE GRANTING OF ANY ZONING APPROVAL WITH RESPECT TO ANY OF THE PROJECTS AND (II) ANY SUCH ZONING APPROVAL BY THE TOWN IS SUBJECT TO ADOPTION BY THE TOWN COUNCIL.

7.7 Nothing in this Agreement shall be deemed or otherwise interpreted as waiving PBSC's sovereign immunity protections with respect to tort claims, or as increasing the limits of liability with respect to tort claims, as set forth in Section 768.28, Florida Statutes. PBSC's liability for breach of this

Agreement is specifically: (1) limited to actual contractual damages incurred by a Party as a direct result of PBSC's breach (i.e., PBSC shall not be subject to any punitive, special, or exemplary damages, including but not limited to any damages for delay, lost profit or opportunity, whether reasonably foreseeable or contemplated by the Parties); and (2) with respect to tort claims, further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions noted in Section 768.28(5), Florida Statutes.

### **ASSIGNMENT**

8.1 Whenever in this Agreement one of the Parties is named or referred to, the heirs, legal representatives, successors and permitted assigns of such Party shall be included, and all covenants and agreements contained in this Agreement by or on behalf of any Party shall bind and inure to the benefit of such Party's respective heirs, legal representatives, successors and permitted assigns, whether so expressed or not.

8.2 Notwithstanding anything to the contrary contained in this Agreement, no Party shall have any right to assign this Agreement to any third person and/or entity unless: (a) the assignee has acquired fee simple title to all of the property on which the Party's Project is being developed; (b) the assignee and the Party enter into and execute an assignment and assumption agreement, pursuant to which the assignee expressly accepts the assignment of this Agreement and agrees to be bound by and to perform in accordance with all of the terms and provisions of this Agreement; and (c) the Party delivers a copy of the fully executed assignment and assumption agreement to all other Parties. If a Party complies with the terms and provisions of this paragraph, then such Party shall be relieved from any and all duties, responsibilities and obligations under this Agreement first arising from and after the date of such assignment and assumption agreement.

8.3 In the event Gerwig fails, refuses, or is otherwise unable to make any determination delegated to Gerwig under this Agreement, then Gerwig shall appoint a replacement, which replacement must be an engineering firm located in Palm Beach County, Florida with at least ten (10) years experience in roadway construction. Within five (5) Business Days after Gerwig appoints a replacement, any Owner shall have the right, for good cause, to object to such replacement by delivering written notice thereof to Gerwig and to all other Owners. In such event, Gerwig shall name another qualified replacement, which replacement shall likewise be subject to objection, for good cause, by any Owner. If an Owner does not deliver a written objection within five (5) Business Days of Gerwig's naming of a replacement, then such Owner shall be deemed to have approved the replacement. In the event Keshavarz fails, refuses, or is otherwise unable to make any determination delegated to Keshavarz under this Agreement, then the Town shall appoint a replacement, which replacement must be an engineering firm located in Palm Beach County, Florida with at least ten (10) years experience in roadway construction. Within five (5) Business Days of the Town's naming of a replacement, any Owner shall have the right, for good cause, to object to such replacement by delivering written notice thereof to all Parties. In such event, the Town shall name another qualified replacement, which replacement shall likewise be subject to objection, for good cause, by any Owner. If an Owner does not deliver a written objection within five (5) Business Days of the Town's naming of a replacement, then such Owner shall be deemed to have approved the replacement.

### **AUTHORIZED AGENTS**

9.1 The following individuals are the authorized agents of each respective Party for purposes of providing any consent or approval required or permitted pursuant to this Agreement (including but not limited to approval of release of any portion of the Escrow Funds): (i) the authorized agent of PBSC shall be Richard Becker; (ii) the authorized agent of Solar Sports shall be Christopher Feeney, CFO of Delaware North Companies; (iii) the authorized agent of ALI shall be Joseph Lelonek; and (iv) the authorized agent of Town shall be William Underwood. Any written consent or approval (including by email) by any one of the foregoing authorized agents of a Party shall be deemed binding upon such Party

in all respects. Any Party shall have the right to replace its respective authorized agent by providing the other Parties with written notice of such replacement authorized agent.

## **TERMINATION**

10.1 Termination by ALI. In the event that on March 31, 2015 (the "Outside Date"), ALI has failed to obtain the ALI Rezoning Approval (as herein defined), the following terms and conditions shall apply:

(a) ALI shall have the right, by delivering written notice to the other Parties within five (5) business days after the Outside Date (the "ALI Election Period"), to terminate all of its rights, liabilities and obligations under this Agreement, in which event and except as otherwise hereinafter provided (i) ALI, the ALI Property and the Loxahatchee Groves Commons Project shall be deemed released from all of the terms and conditions of this Agreement, (ii) the Agreement shall continue as between the Town, Solar Sports and PBSC, (iii) the Escrow Agent shall refund to ALI its Total Contribution and (iv) ALI shall cease and otherwise abandon all attempts to defend any appeal that is otherwise preventing ALI from securing the ALI Rezoning Approval. Notwithstanding the foregoing, in the event of such termination, the Town agrees that it will thereafter not grant any land development permits, building permits, or approvals for any other project on the ALI Property until an amount of money equal to the Total Contribution and all Additional Contributions to have been paid by ALI under this Agreement has been paid by the then current owner of the ALI Property to the other Owners, according to the ratio by which the other Owners paid for the B Road Project (the "ALI Property Surviving Obligation").

(b) ALI shall have the right, by delivering written notice to the other Parties within the ALI Election Period, to toll all of its obligations under this Agreement (the period during which ALI's obligations are tolled is referred to as the "ALI Tolling Period"), in which event (i) the Agreement shall continue in full force and effect, (ii) ALI, without being considered in violation and/or default under this Agreement, shall not be obligated to further fund and/or disburse (and in no event shall any of the following be disbursed during such ALI Tolling Period without the written consent of ALI) any portion of its Total Contribution or Additional Contribution until such time ALI has obtained the ALI Rezoning Approval, (iii) in the event that during such ALI Tolling Period invoices are otherwise due and payable in accordance with Sections 4.2 and/or 4.3 of this Agreement, (1) Solar Sports and PBSC shall each pay 50% of the amount that would have otherwise been paid by ALI through ALI's Total Contribution or Additional Contribution (as used in this Section 10.1, collectively, the "Advanced Funds"), (2) the Advanced Funds shall not accrue interest, and (3) the Advanced Funds shall not be secured by any lien rights, and (iv) within five (5) business days after the date that ALI has obtained the ALI Rezoning Approval, (1) ALI shall deliver to the Escrow Agent all Additional Contributions that were otherwise due and payable in accordance with the Agreement during such ALI Tolling Period, (2) the Escrow Agent shall then disburse to each of PBSC and Solar Sports 50% of the Advanced Funds from ALI's Paved Section Contribution or ALI's Additional Paved Section Contribution, as applicable, and (3) the Escrow Agent shall then disburse to each of PBSC and Solar Sports 50% of the Advanced Funds from ALI's OGEM Section Contribution or ALI's Additional OGEM Section Contribution, as applicable.

(c) In the event that ALI has not elected to exercise its rights under subsection (a) or (b) herein within such ALI Election Period, ALI will be deemed to have elected to exercise its rights under subsection (a) herein.

(d) In the event that ALI has elected to exercise its rights under subsection (b) herein, in no event shall the ALI Tolling Period extend beyond May 1, 2015 (the "Outside Tolling Date"). In the event ALI has elected to exercise its rights under subsection (b) herein and ALI has not otherwise obtained the ALI Rezoning Approval by the Outside Tolling Date, then ALI shall have the right, by delivering written notice to the other Parties within five (5) business days after such Outside Tolling Date (the "ALI Outside Tolling Notice"), to either (i) terminate this Agreement, in which event (1) ALI, the ALI Property and the Loxahatchee Groves Commons Project shall be deemed released from all of the terms and conditions of this Agreement, (2) the Agreement shall continue as between the Town, Solar Sports

and PBSC, (3) the Escrow Agent shall refund to ALI its Total Contribution, (4) ALI shall cease and otherwise abandon all attempts to defend any appeal that is otherwise preventing ALI from securing the ALI Rezoning Approval and (5) the ALI Property Surviving Obligations shall remain in effect with respect to the ALI Property, or (ii) continue under this Agreement, in which event (1) the ALI Tolling Period shall terminate as of the date of such ALI Outside Tolling Notice and (2) ALI, simultaneously with its delivery of the ALI Outside Tolling Notice, shall deliver to the Escrow Agent the payments that would have otherwise been due from ALI in accordance with subsection (b)(iv) herein, which payments will thereafter be disbursed by the Escrow Agent in accordance with such subsection (b)(iv). In the event that ALI, in accordance with this subsection (d), has not delivered its ALI Outside Tolling Notice on or before the Outside Tolling Date, ALI will be deemed to have elected to exercise its rights under subsection (d)(i) herein.

For purposes of this Agreement, the term "ALI Rezoning Approval" means final, non-appealable approval by the Town of Rezoning Application REZ 2013-01 (as amended) for the Loxahatchee Groves Commons Project, which approval is either (i) consistent with that certain site plan of the Loxahatchee Groves Commons Project labeled SP 1, last dated 9/29/14 and otherwise permit the development of 94,655 square feet of leasable space on the ALI Property and use of the ALI Property for all of the uses illustrated on such respective site plan, or (ii) accepted by ALI. ALI shall provide prompt written notice to all other Parties once the ALI Rezoning Approval has been received.

10.2 Termination by Solar Sports. In the event that on the Outside Date, Solar Sports has failed to obtain the Solar Sports Rezoning Approval, the following terms and conditions shall apply:

(a) Solar Sports shall have the right, by delivering written notice to the other Parties within five (5) business days after the Outside Date (the "Solar Sports Election Period"), to terminate all of its rights, liabilities and obligations under this Agreement, in which event (i) Solar Sports, the Solar Sports Property and the Groves Town Center Project shall be deemed released from all of the terms and conditions of this Agreement, (ii) the Agreement shall continue as between the Town, ALI and PBSC, and (iii) Solar Sports shall cease and otherwise abandon all attempts to defend any appeal that is otherwise preventing Solar Sports from securing the Solar Sports Rezoning Approval. Notwithstanding the foregoing, in the event of such termination, the Town agrees that it will thereafter not grant any land development permits, building permits, or approvals for any other project on the Solar Sports Property until an amount of money equal to the Total Contribution and all Additional Contributions to have been paid by Solar Sports under this Agreement has been paid by the then current owner of the Solar Sports Property to the other Owners, according to the ratio by which the other Owners paid for the B Road Project (the "Solar Sports Property Surviving Obligation").

(b) Solar Sports shall have the right, by delivering written notice to the other Parties within the Solar Sports Election Period, to toll all of its obligations under this Agreement (the period during which Solar Sports's obligations are tolled is referred to as the "Solar Sports Tolling Period"), in which event (i) the Agreement shall continue in full force and effect, (ii) Solar Sports, without being considered in violation and/or default under this Agreement, shall not be obligated to further fund and/or disburse (and in no event shall any of the following be disbursed during such Solar Sports Tolling Period without the written consent of Solar Sports) any portion of its Total Contribution or Additional Contribution until such time Solar Sports has obtained the Solar Sports Rezoning Approval, (iii) in the event that during such Solar Sports Tolling Period invoices are otherwise due and payable in accordance with Sections 4.2 and/or 4.3 of this Agreement, (1) ALI and PBSC shall each pay 50% of the amount that would have otherwise been paid by Solar Sports through Solar Sports's Total Contribution or Additional Contribution (as used in this Section 10.2, collectively, the "Solar Sports Advanced Funds"), (2) the Solar Sports Advanced Funds shall not accrue interest, and (3) the Solar Sports Advanced Funds shall not be secured by any lien rights, and (iv) within five (5) business days after the date that Solar Sports has obtained the Solar Sports Rezoning Approval, (1) Solar Sports shall deliver to the Escrow Agent all Total Contributions and Additional Contributions that were otherwise due and payable in accordance with the Agreement during such Solar Sports Tolling Period, (2) the Escrow Agent shall then disburse to each of PBSC and Solar Sports 50% of the Solar Sports Advanced Funds from Solar Sports's Paved Section Contribution or Solar Sports's Additional Paved Section Contribution, as applicable, and (3) the Escrow Agent shall then

disburse to each of PBSC and Solar Sports 50% of the Solar Sports Advanced Funds from Solar Sports's OGEM Section Contribution or Solar Sports's Additional OGEM Section Contribution, as applicable.

(c) In the event that Solar Sports has not elected to exercise its rights under subsection (a) or (b) herein within such Solar Sports Election Period, Solar Sports will be deemed to have elected to exercise its rights under subsection (a) herein.

(d) In the event that Solar Sports has elected to exercise its rights under subsection (b) herein, in no event shall the Solar Sports Tolling Period extend beyond the Outside Tolling Date. In the event Solar Sports has elected to exercise its rights under subsection (b) herein and Solar Sports has not otherwise obtained the Solar Sports Rezoning Approval by the Outside Tolling Date, then Solar Sports shall have the right, by delivering written notice to the other Parties within five (5) business days after such Outside Tolling Date (the "Solar Sports Outside Tolling Notice"), to either (i) terminate this Agreement, in which event (1) Solar Sports, the Solar Sports Property and the Loxahatchee Groves Commons Project shall be deemed released from all of the terms and conditions of this Agreement, (2) the Agreement shall continue as between the Town, ALI and PBSC, (3) Solar Sports shall cease and otherwise abandon all attempts to defend any appeal that is otherwise preventing Solar Sports from securing the Solar Sports Rezoning Approval, and (4) the Solar Sports Property Surviving Obligations shall remain in effect with respect to the Solar Sports Property, or (ii) continue under this Agreement, in which event (1) the Solar Sports Tolling Period shall terminate as of the date of such Solar Sports Outside Tolling Notice and (2) Solar Sports, simultaneously with its delivery of the Solar Sports Outside Tolling Notice, shall deliver to the Escrow Agent the payments that would have otherwise been due from Solar Sports in accordance with subsection (b)(iv) herein, which payments will thereafter be disbursed by the Escrow Agent in accordance with such subsection (b)(iv). In the event that Solar Sports, in accordance with this subsection (d), has not delivered its Solar Sports Outside Tolling Notice on or before the Outside Tolling Date, Solar Sports will be deemed to have elected to exercise its rights under subsection (d)(i) herein.

For purposes of this Agreement, the term "Solar Sports Rezoning Approval" means final, non-appealable approval by the Town of Rezoning Application REZ 2013-02 (as amended) for the Town Center Project, which approval is either (i) consistent with that certain site plan of Town Center Project labeled Groves Town Center Master Plan, last dated April 4, 2013, and otherwise permit the development of 103,000 square feet of retail space, 44,000 square feet of office space, and 128 beds for institutional use on the Solar Sports Property and use of the Solar Sports Property for all of the uses illustrated on such respective site plan, or (ii) accepted by Solar Sports. Solar Sports shall provide prompt written notice to all other Parties once the Solar Sports Rezoning Approval has been received.

10.3 PBSC/Town Agreement. In the event that both ALI and Solar Sports elect, or are otherwise deemed to have elected, to terminate this Agreement as provided in Sections 10.1 and 10.2 of this Agreement, respectively, then except for the ALI Property Surviving Obligation and the Solar Sports Property Surviving Obligation, this Agreement shall automatically terminate as of the date of the last to occur of the terminations by ALI or Solar Sports. In such event, PBSC and the Town agree to work together in good faith to enter into a separate agreement between the Town and PBSC within thirty (30) days thereafter, pursuant to which the Town agrees to reimburse PBSC (in the manner contemplated in this Agreement and consistent with Section 1013.51(3), Florida Statutes) for amounts paid by PBSC towards the improvement of the B Road Paved Section that are in excess of PBSC's proportionate share of such improvements.

10.4 Termination by Completion. The Parties agree that upon satisfaction of each of the following conditions, the Parties will promptly execute a reasonable termination instrument (including a termination of the Memorandum of Agreement) to properly document the satisfaction and termination of this Agreement: (i) Obtaining Paved Section Completion; (ii) Obtaining OGEM Section Completion; and (iii) The Parties complying with all of their respective terms and conditions of this Agreement.

10.5 Failure of Effective Date. The Parties agree that in the event that the Effective Date has not occurred on or before April 1, 2015, Escrow Agent shall immediately refund ALI's Total Contribution to ALI without the requirement of any further notice, consent and/or action.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have each executed this Agreement, effective as of the Effective Date.

**PBSC:**

THE DISTRICT BOARD OF TRUSTEES  
OF PALM BEACH STATE COLLEGE,  
a body corporate under Florida law

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

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

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

**LEP:**

LOXAHATCHEE EQUESTRIAN PARTNERS,  
LLC, a Florida limited liability company

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

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

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

**ALI:**

ATLANTIC LAND INVESTMENTS, LLC,  
a Florida limited liability company

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

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

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

**SSI:**

SOLAR SPORTSYSTEMS, INC,  
a New York corporation

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

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

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

**TOWN:**

THE TOWN OF LOXAHATCHEE GROVES, a  
municipal corporation organized and existing under  
the laws of the State of Florida

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

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

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

**JOINDER OF ESCROW AGENT**

Escrow Agent hereby joins in this Agreement for the sole purpose of agreeing to act as Escrow Agent pursuant to this Agreement.

**ESCROW AGENT:**

**Gunster, Yoakley & Stewart, P.A.**

By: \_\_\_\_\_  
Brian M. Seymour, Vice President

Exhibit "A"  
Preliminary Plans for B Road Paved Section

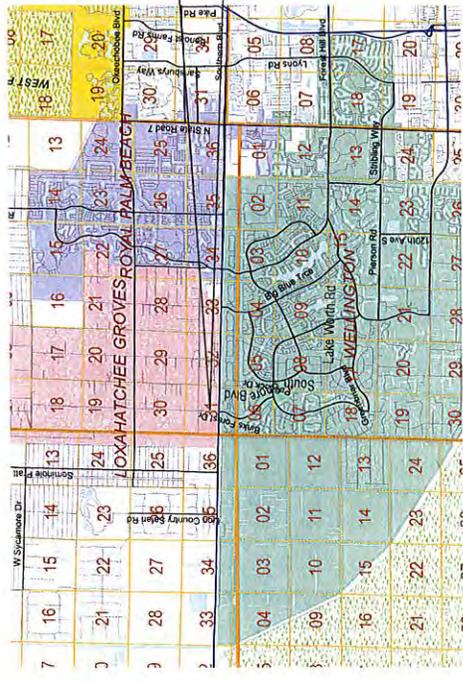
*[See attached]*

Exhibit A" B Road

# PALM BEACH STATE COLLEGE B ROAD IMPROVEMENTS LOXAHATCHEE GROVES, FLORIDA



**LOCATION MAP**  
N.T.S.  
SEC. 31/7WP 435/WANDE 41E  
DESIGN SPEED LIMIT = 30 M.P.H.  
POSTED SPEED LIMIT = 30 M.P.H.



**SHEET INDEX**

1	COVER SHEET
2	STRIPE PLAN
3	POD PLAN
4	POD PLAN
5	POD PLAN
6	POD PLAN
7	POD PLAN
8	POD PLAN
9	POD PLAN
10	POD PLAN
11	POD PLAN
12	POD PLAN
13	POD PLAN
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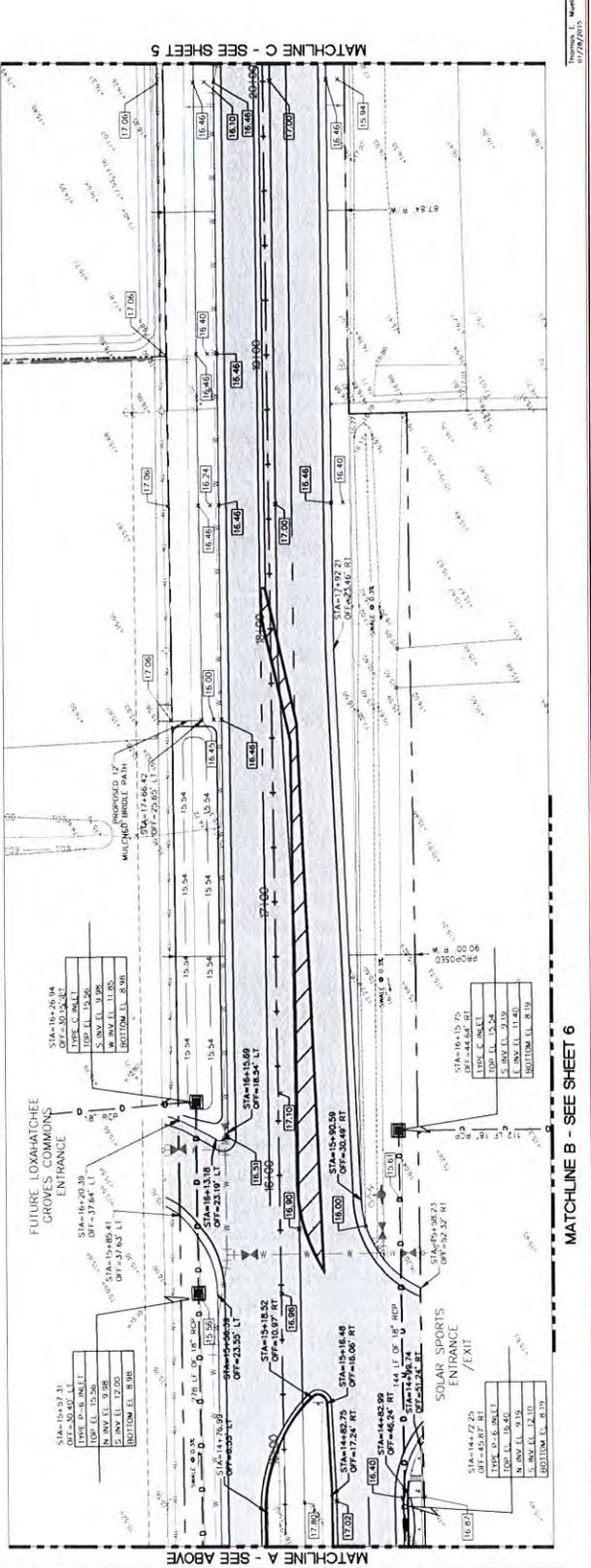
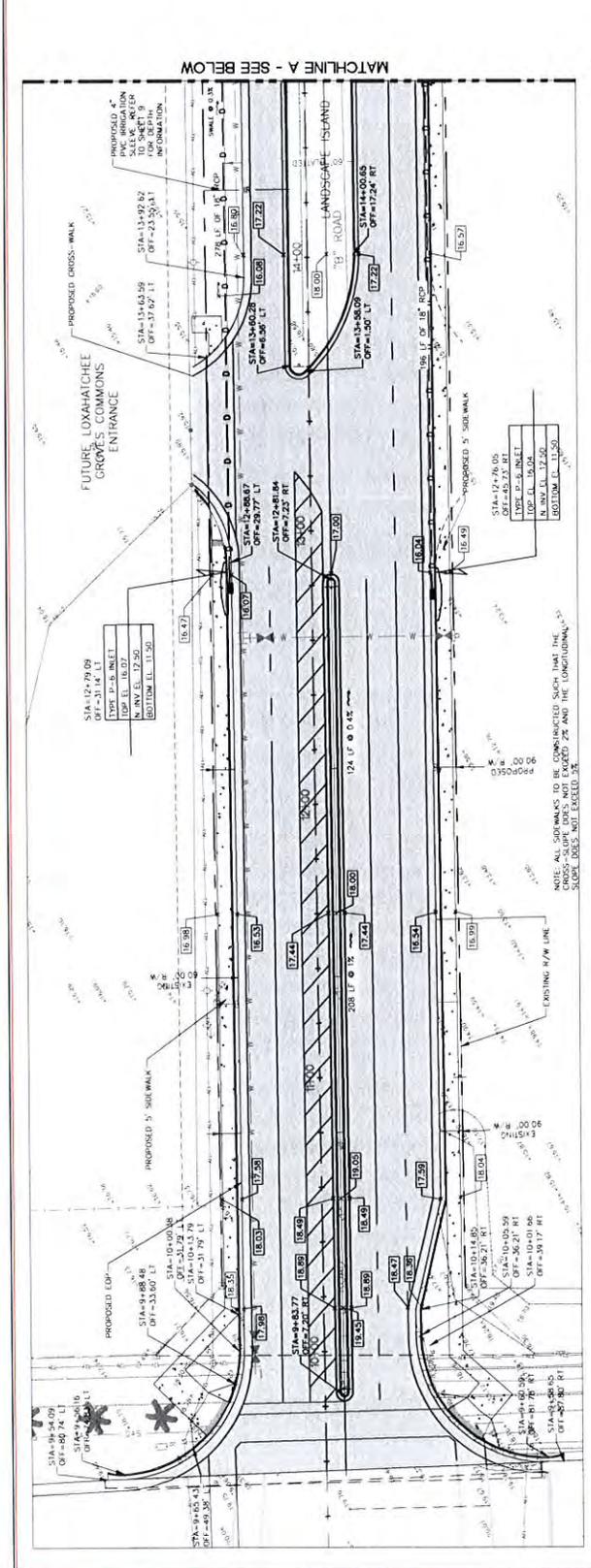
**Alan Gerwig & Associates, Inc.**  
Consulting Engineers  
Phone: (360) 797-9000  
Fax: (360) 797-9000  
19798 W Forest Hill Boulevard  
Suite 200  
Maple Valley, WA 98043  
Project No. 15-0326

Thomas C. Mueller, P.E.  
License No. 58119

**WUD #15-523**







Thomas L. Warner, P.E. License No. 58179  
 01/17/2015

I, **Alan Gerwig**, Civil & Structural Engineer, have prepared this plan and other project documents to ensure compliance with the applicable laws and regulations of the State of Florida. I am a duly licensed professional engineer in the State of Florida.















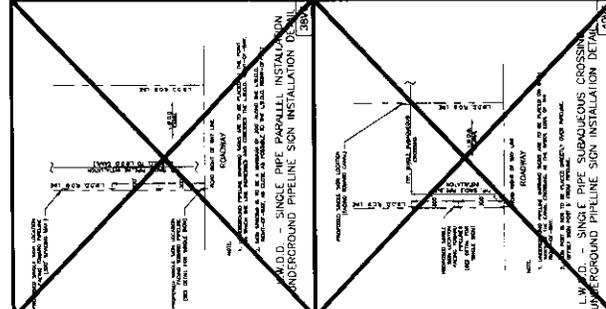
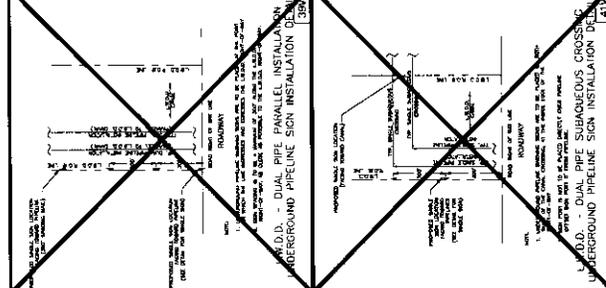
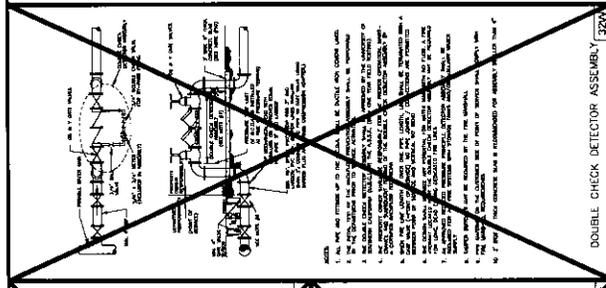
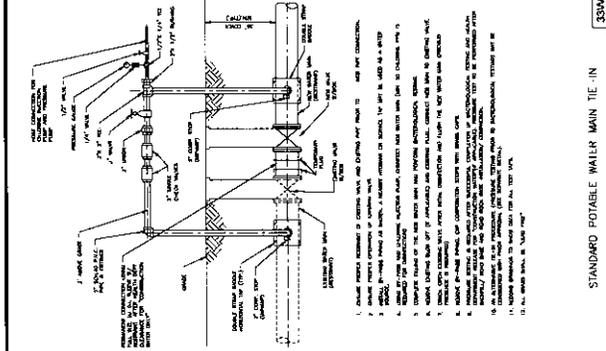
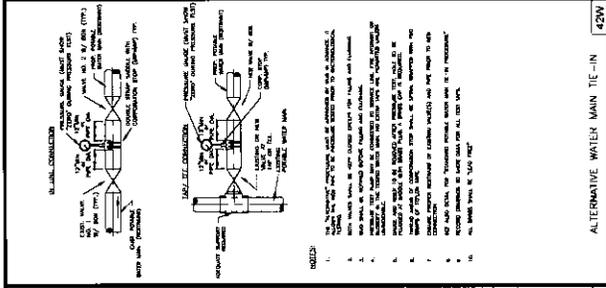




NO.	DATE	DESCRIPTION / REVISIONS
1	01/14/14	ISSUED FOR PERMITS
2	01/14/14	ISSUED FOR PERMITS
3	01/14/14	ISSUED FOR PERMITS
4	01/14/14	ISSUED FOR PERMITS
5	01/14/14	ISSUED FOR PERMITS
6	01/14/14	ISSUED FOR PERMITS
7	01/14/14	ISSUED FOR PERMITS
8	01/14/14	ISSUED FOR PERMITS
9	01/14/14	ISSUED FOR PERMITS
10	01/14/14	ISSUED FOR PERMITS

**REVISIONS:**

1. REVISIONS TO THE PERMITS REQUIRED FOR THE CONSTRUCTION OF THE WATER MAINS SHALL BE SUBMITTED TO THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT FOR REVIEW AND APPROVAL.
2. THE PERMITS REQUIRED FOR THE CONSTRUCTION OF THE WATER MAINS SHALL BE SUBMITTED TO THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT FOR REVIEW AND APPROVAL.
3. THE PERMITS REQUIRED FOR THE CONSTRUCTION OF THE WATER MAINS SHALL BE SUBMITTED TO THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT FOR REVIEW AND APPROVAL.
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10. THE PERMITS REQUIRED FOR THE CONSTRUCTION OF THE WATER MAINS SHALL BE SUBMITTED TO THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT FOR REVIEW AND APPROVAL.



**POTABLE WATER MAIN PRESSURE TEST CRITERIA**

**POTABLE WATER #4 STANDARD DETAILS**

**CONSULTANT:**  
Alan Gerwig & Associates, Inc.  
1000 N. W. 10th Ave., Suite 100  
West Palm Beach, FL 33411  
Tel: (561) 740-8000  
Fax: (561) 740-8001  
www.alan-gerwig.com

DESIGNED BY: [Signature]  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

Palm Beach County Permit  
P.O. Box 15987  
West Palm Beach, FL 33418-1589

**MECHANICAL (RUST) RESTRAINT MINIMUM PIPE LENGTHS**

PIPE SIZE (IN)	MINIMUM PIPE LENGTH (FEET)
1/2	10
3/4	10
1	10
1 1/4	10
1 1/2	10
2	10
2 1/2	10
3	10
3 1/2	10
4	10
4 1/2	10
5	10
5 1/2	10
6	10
6 1/2	10
7	10
7 1/2	10
8	10
8 1/2	10
9	10
9 1/2	10
10	10
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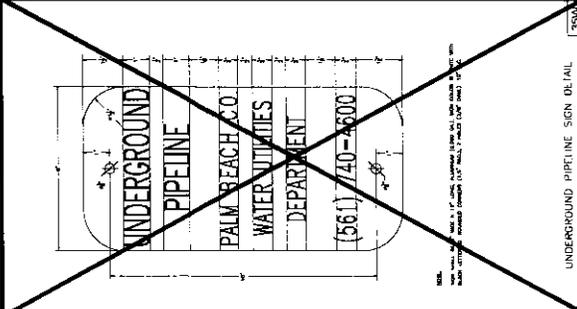
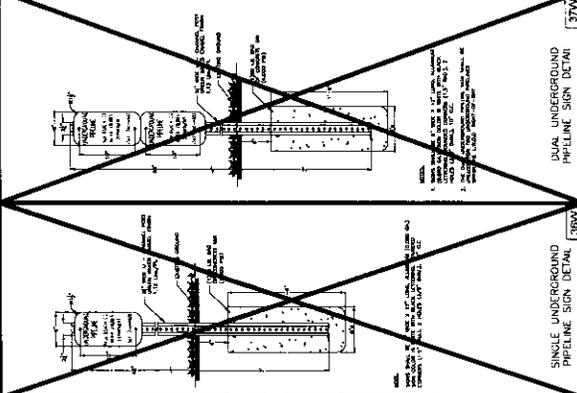
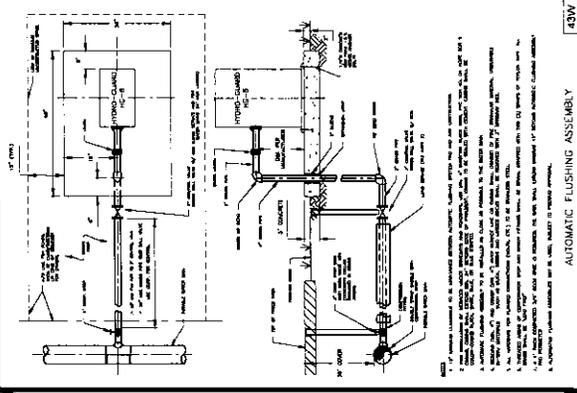




Exhibit "B"  
Approved Paved Section Budget & Approved OGEM Section Budget

*[See attached]*

B - Road Cost Estimates

**OGEM**

**Design & Permitting**

Engineer	Keshavarz & Associates		
	Lump Sum	\$	154,500.00
		Subtotal Eng	\$ 154,500.00
Geotechnical	Included in above		
Application Fees	Town Of Loxahatchee Groves	\$	1,000.00
	SFWMD	\$	1,000.00
	Legal & Accounting	\$	5,000.00
		Subtotal App	\$ 7,000.00
Contingency	0%	\$	161,500.00
			\$ -
		Subtotal Design	\$ 161,500.00

Solar	PBSC/ALI	PBSC	ALI
50.00%	50.00%	63.40%	36.60%
\$ 80,750.00	\$ 80,750.00	\$ 51,195.50	\$ 29,554.50

**Construction**

	Unit	Quantity	Price		
Mobilization	LS	1	\$ 10,000.00	\$	10,000.00
MOT	LS	1	\$ 5,000.00	\$	5,000.00
Var Message Sign	Per Day	90	\$ 50.00	\$	4,500.00
Base Rock @ 4"	SY	18793	\$ 6.50	\$	122,154.50
Grade and Compact Exist	SY	18793	\$ 0.90	\$	16,913.70
3" OGEM Surface	SY	18793	\$ 13.50	\$	253,705.50
Fog Seal	SY	18793	\$ 1.00	\$	18,793.00
Speed Humps	Each	15	\$ 1,250.00	\$	18,750.00
Turbidity Barrier	LF	150	\$ 12.30	\$	1,845.00
Canal Reshape	CY	280	\$ 13.00	\$	3,640.00
Embankment around pipe	CY	1750	\$ 13.45	\$	23,537.50
Baserock	SY	345	\$ 10.40	\$	3,588.00
CMP/Culvert 96"	LF	140	\$ 300.00	\$	42,000.00
Conc End Wall	CY	30	\$ 860.00	\$	25,800.00
Rubble Rip Rap	Ton	350	\$ 63.00	\$	22,050.00
Sod	SY	415	\$ 8.00	\$	3,320.00
Bridge Demo	LS	1	\$ 60,000.00	\$	60,000.00
Pavement Marking Speed Hump	Each	15	\$ 350.00	\$	5,250.00
Stop Signs	Each	8	\$ 160.00	\$	1,280.00
Speed Limit Signs	Each	6	\$ 160.00	\$	960.00
No Trucks Signs	Each	2	\$ 160.00	\$	320.00
Canal ROW Signs	Each	6	\$ 160.00	\$	960.00
Speed Hump Signs	Each	30	\$ 160.00	\$	4,800.00
Object Marker Signs	Each	45	\$ 160.00	\$	7,200.00
Construction Staking	LS	1	\$ 15,000.00	\$	15,000.00
Geotech Testing	LS	1	\$ 5,000.00	\$	5,000.00
Record Drawings	LS	1	\$ 3,000.00	\$	3,000.00
Inlets	Each	15	\$ 3,000.00	\$	45,000.00
Culverts 24"	LF	600	\$ 75.00	\$	45,000.00
Cement end walls	Each	15	\$ 1,500.00	\$	22,500.00
		Subtotal		\$	791,867.20
Contingency	20%	\$	158,373.44		

Solar	PBSC/ALI	PBSC	ALI
50.00%	50.00%	63.40%	36.60%
\$ 475,120.32	\$ 475,120.32	\$ 301,226.28	\$ 173,894.04

**Subtotal Construction \$ 950,240.64**

**OGEM Totals Total \$ 1,111,740.64**

Solar	PBSC/ALI	PBSC	ALI
50.00%	50.00%	63.40%	36.60%
\$ 555,870.32	\$ 555,870.32	\$ 352,421.78	\$ 203,448.54

**Paved Section**

Design			
Engineer	Alan Gerwig & Assoc.		
	Design Plans and Permitting	B Road	\$ 50,500.00
	Design Plans and Permitting	Water Main	\$ 18,000.00
		Subtotal Eng	\$ 68,500.00
Survey	AB Engineering \$ 14,880.00		
Geotechnical	Tierra \$ 7,630.00		
Signal Plans/Perm	Kimley Horn \$ 20,000.00		
Soft Digs	Ground Hound \$ 2,500.00		
Application Fees	LGWCD \$ 5,000.00 Town Of Loxahatchee Groves \$ 5,000.00 SFWMD \$ 5,000.00 FDOT \$ 2,500.00 Palm Beach County \$ 2,500.00 Legal \$ 5,000.00 Accounting & Oversight \$ 5,000.00 Subtotal App \$ 30,000.00		

Subtotal Design	\$ 128,630.00
Previously Paid	\$ (91,010.00) Credits

Solar	PBSC	ALI
33.33%	33.33%	33.33%
\$ 42,876.67	\$ 42,876.67	\$ 42,876.67
\$ (30,336.67)	\$ (30,336.67)	\$ (30,336.67)

Construction	Units	Quantities	Unit Price	
Mobilization	LS	1	15000	\$ 15,000.00
NPDES	LS	1	8000	\$ 8,000.00
MOT	LS	1	10000	\$ 10,000.00
Drainage Inlets	EA	9	3000	\$ 27,000.00
18" RCP	LF	1125	40	\$ 45,000.00
24" RCP	LF	590	48	\$ 28,320.00
36" RCP	LF	300	80	\$ 24,000.00
12" Water Main	LF	1460	100	\$ 146,000.00
Asphalt Road	SY	8699	40	\$ 347,960.00
Signal Striping	LF	7000	7	\$ 49,000.00
F Curb	LF	185	15.5	\$ 2,867.50
ADA Ramps and Signals	LS	1	5000	\$ 5,000.00
Bridle Path	SY	1775	9	\$ 15,975.00
Concrete Sidewalk	SY	300	35	\$ 10,500.00
Grading and Sod ROW	SY	6638	9	\$ 59,742.00
Clear and grub	LS	1	10000	\$ 10,000.00
Signal Mods without affecting span	LS	1	50000	\$ 50,000.00
		Subtotal		\$ 854,364.50
General Conditions		8.00%		\$ 68,349.16
Contractor Fee		4.50%		\$ 38,446.40
GL Insurance		1.04%		\$ 8,885.39
Performance & Payment Bond		0.69%		\$ 5,895.12
Builder's Risk Insurance		5982.46		\$ 5,982.46
Construction Administration	LS	1	17750	\$ 17,750.00
Material Testing	LS	1	24395	\$ 24,395.00
Contingency on construction costs		0%		\$ -
		Subtotal		\$ 1,024,068.03
		Previously Paid		\$ (17,750.00)
		Subtotal Construction		\$ 1,024,068.03

Notes

\$ 607,135.00	Recent Estimate by College for Construction
\$ 150,000.00	Allowance for Signal Mod
\$ 757,135.00	PBSC latest estimates
\$ 854,364.50	Previous Estimate
\$ 97,229.50	Overestimate based on PBSC latest estimate

Per J Storms - Max.Cap Amount, actual bill based on direct costs

Formula not incl. consultants contract outside const. contract  
 Formula not incl. consultants contract outside const. contract  
 Formula not incl. consultants contract outside const. contract  
 Alan Gerwig's Contract  
 Tierra Estimate which will needs modification/negotiation

Paved Totals	Total	\$ 1,152,698.03
Roadway Totals	Total	\$ 2,264,438.67

Solar	PBSC	ALI
33%	33%	33%
\$ 341,356.01	\$ 341,356.01	\$ 341,356.01
\$ (5,916.67)	\$ (5,916.67)	\$ (5,916.67)
\$ 384,232.68	\$ 384,232.68	\$ 384,232.68
\$ 347,979.34	\$ 347,979.34	\$ 347,979.34
\$ 940,103.00	\$ 736,654.46	\$ 587,681.21
\$ 903,849.66	\$ 700,401.13	\$ 551,427.88

Credits

Adjusted

Cross Reference

Exhibit "C"  
Solar Sports Temporary Retention Basin

*[See attached]*



Exhibit "D"  
Dedications

*[See attached]*

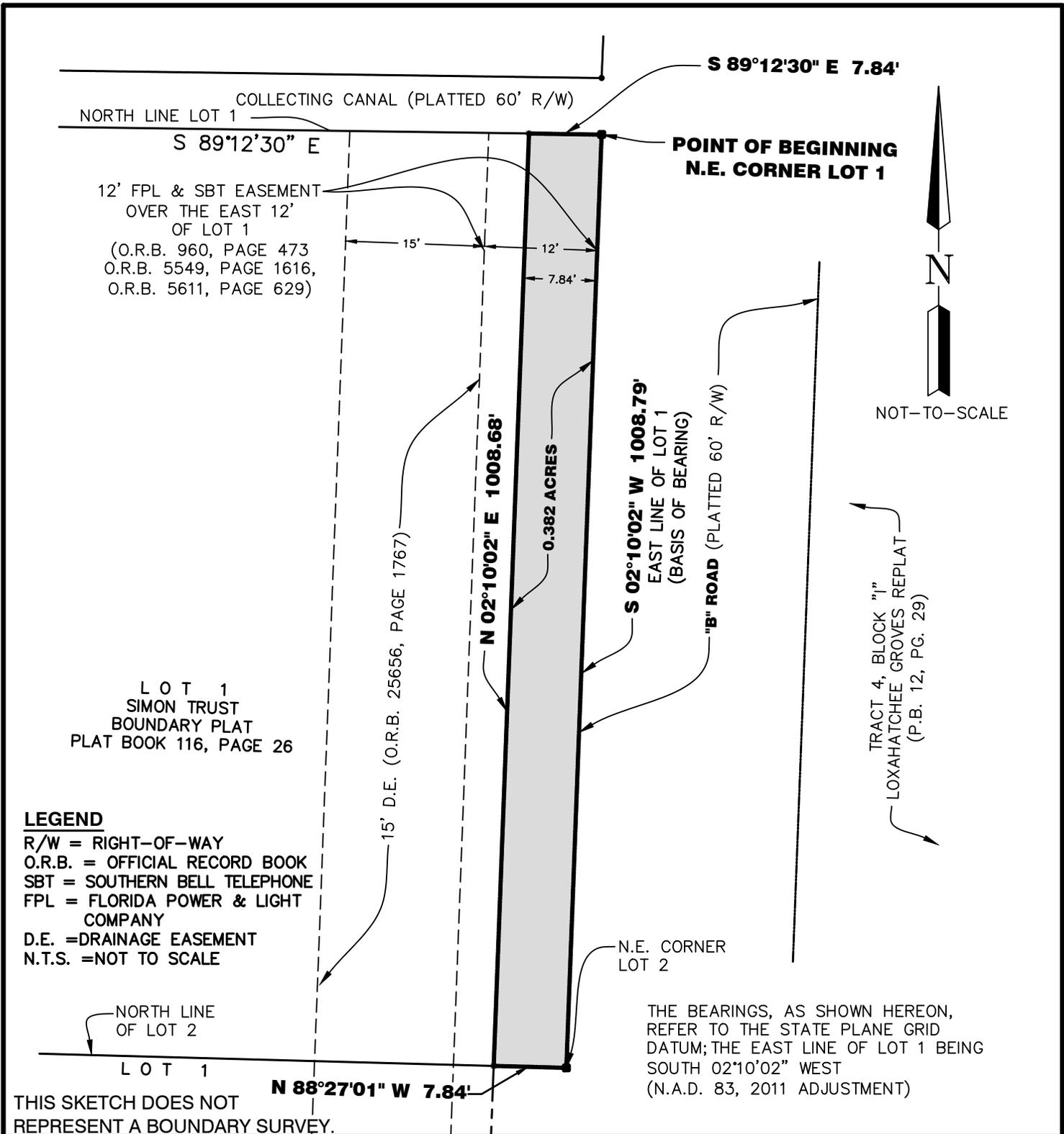
**LEGAL DESCRIPTION  
OF  
RIGHT-OF-WAY PARCEL FOR B-ROAD  
IN LOT 1, SIMON TRUST BOUNDARY PLAT**

Being a 7.84-foot wide parcel lying west of and parallel with the east line of Lot 1, SIMON TRUST BOUNDARY PLAT, as recorded in Plat Book 116, Page 26, Public Records of Palm Beach County, Florida, said parcel being in the Town of Loxahatchee Groves and more particularly described as follows:

BEGINNING at the northeast corner of said Lot 1; thence South 02°10'02" West (State Plane Grid Bearing Datum) along the east line of Lot 1, a distance of 1008.79 feet to the northeast corner of Lot 2 of said plat; thence North 88°27'01" West along the north line of Lot 2, a distance of 7.84 feet; thence North 02°10'02" East along a line that is 7.84 feet west of and parallel with the east line Lot 1, a distance of 1008.68 feet to the north line of Lot 1; thence South 89°12'30" East along the north line of Lot 1, a distance of 7.84 feet to the POINT OF BEGINNING.

Described parcel contains 0.382 acres, more or less.

P:\13023E PBSC B Road Legals\DWG\13023C-BNDRY-B Roads Legals.dwg, 1/29/2015 11:27:42 AM, DWG To PDF.pc3



THE UNDERSIGNED HEREBY CERTIFIES THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.029, FLORIDA STATUTES.  
A & B ENGINEERING, INC. L.B. 604

**SHEET 2 OF 2**

BY: \_\_\_\_\_  
DENNIS PAINTER  
REGISTERED LAND SURVEYOR, FLORIDA CERTIFICATE NO. 3542  
**A & B ENGINEERING, INC.**  
formerly known as Adair & Brady, Inc.  
CONSULTING ENGINEERS • LAND SURVEYORS  
3460 FAIRLANE FARMS ROAD, SUITE 3  
WELLINGTON, FLORIDA 33414 OFFICE: (561) 383-7480  
NOT VALID WITHOUT SURVEYORS SEAL AFFIXED.

SKETCH AND LEGAL DESCRIPTION  
ADDITIONAL B-ROAD RIGHT-OF-WAY FOR  
PALM BEACH STATE COLLEGE

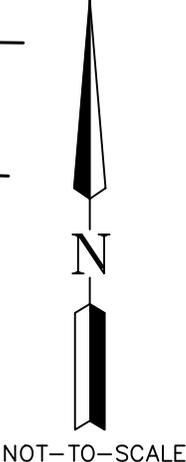
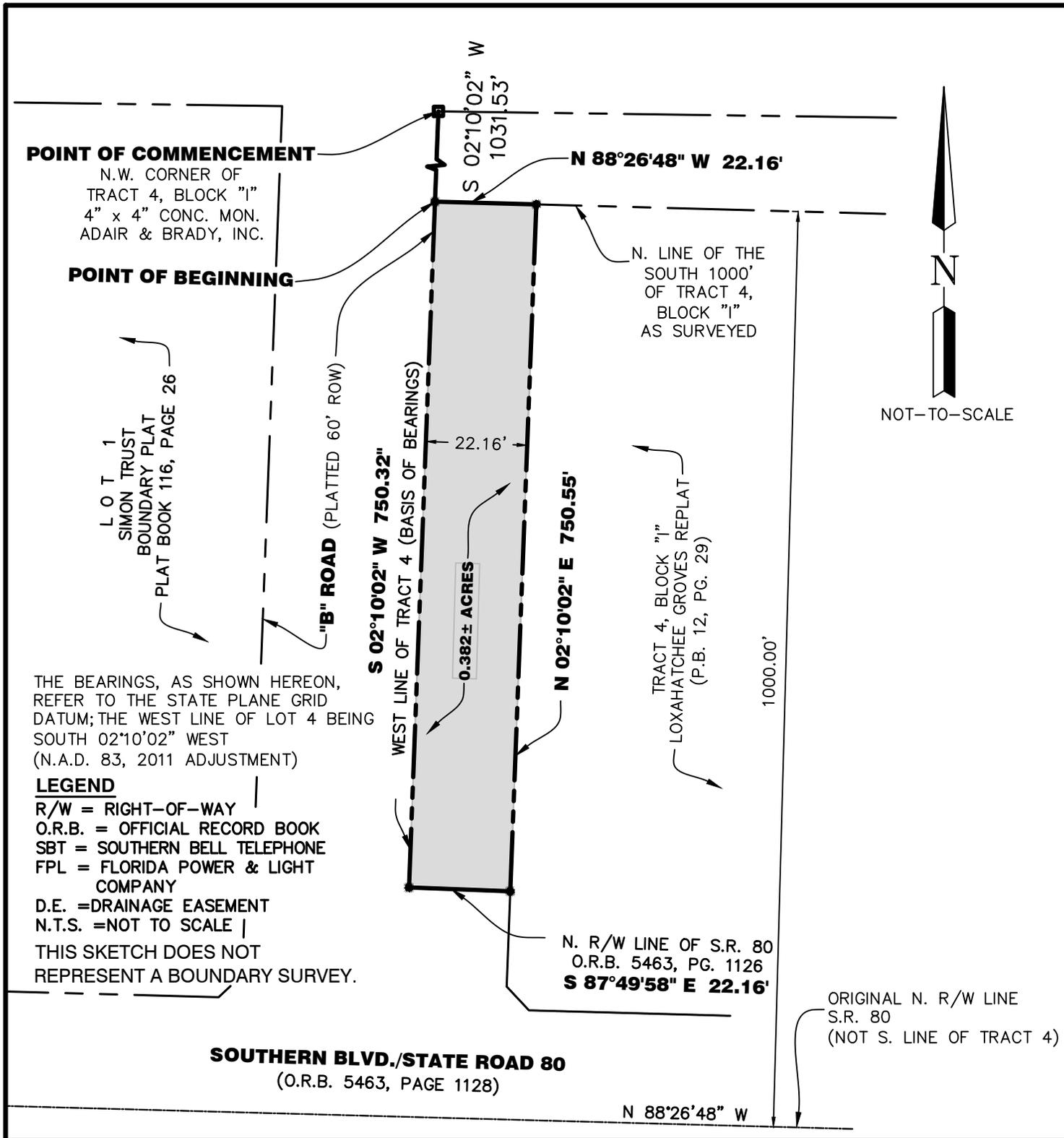
DRAWN:FRC	DATE	PROJECT # 13023 E
FIELD:	01/22/15	
F.B.	SCALE	<b>LS 7258 E</b>
PAGE:	NTS	

**LEGAL DESCRIPTION  
OF  
RIGHT-OF-WAY PARCEL FOR B-ROAD  
IN TRACT 4, BLOCK "I", LOXAHATCHEE GROVES REPLAT**

Being a 22.16 foot wide parcel lying east of and parallel with the west line of Tract 4, Block "I", LOXAHATCHEE GROVES REPLAT, as recorded in Plat Book 12, Page 29, Public Records of Palm Beach County, Florida, said parcel being in the Town of Loxahatchee Groves and more particularly described as follows:

COMMENCING at the northwest corner of said Tract 4 as marked by a 4"x4" concrete monument set by Adair & Brady, Inc.; thence South 02°10'02" West (State Plane Grid Bearing Datum) along the west line of said Tract 4, a distance of 1031.53 feet to a point on a line known and surveyed as the north line of the south 1000 feet of Tract 4 (as measured from the original north right-of-way line of State Road No. 80), said point being the POINT OF BEGINNING of the parcel described herein: thence continue South 02°10'02" West along the west line of said Tract 4, a distance of 750.32 feet to the northerly right-of-way line of State Road No. 80 as described in the Order of Taking recorded in Official Record Book 5463, Page 1126 of said Public Records; thence South 87°49'58" East along said northerly right-of-way line, 22.16 feet; thence North 02°10'02" East along a line that is 22.16 feet east of and parallel with the west line of Tract 4, a distance of 750.55 feet to said line known and surveyed as the north line of the south 1000 feet of Tract 4; thence North 88°26'48" West along said north line, 22.16 feet to the POINT OF BEGINNING.

Described parcel contains 0.382 acres, more or less.



THE BEARINGS, AS SHOWN HEREON, REFER TO THE STATE PLANE GRID DATUM; THE WEST LINE OF LOT 4 BEING SOUTH 02°10'02" WEST (N.A.D. 83, 2011 ADJUSTMENT)

**LEGEND**

- R/W = RIGHT-OF-WAY
- O.R.B. = OFFICIAL RECORD BOOK
- SBT = SOUTHERN BELL TELEPHONE
- FPL = FLORIDA POWER & LIGHT COMPANY
- D.E. = DRAINAGE EASEMENT
- N.T.S. = NOT TO SCALE

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.

**SOUTHERN BLVD./STATE ROAD 80**  
(O.R.B. 5463, PAGE 1128)

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.029, FLORIDA STATUTES.

A & B ENGINEERING, INC. L.B. 604

BY: \_\_\_\_\_  
DENNIS PAINTER  
REGISTERED LAND SURVEYOR, FLORIDA CERTIFICATE NO. 3542



**A & B ENGINEERING, INC.**

formerly known as Adair & Brady, Inc.  
CONSULTING ENGINEERS • LAND SURVEYORS  
3460 FAIRLANE FARMS ROAD, SUITE 3  
WELLINGTON, FLORIDA 33414 OFFICE: (561) 383-7480

NOT VALID WITHOUT SURVEYORS SEAL AFFIXED.

**SHEET 2 OF 2**

SKETCH AND LEGAL DESCRIPTION  
ADDITIONAL B-ROAD RIGHT-OF-WAY

DRAWN:FRC	DATE	PROJECT # 13023 E
FIELD:	01/22/15	
F.B.	SCALE	<b>LS 7258 F</b>
PAGE:	NTS	

**DESCRIPTION: 7.84' RIGHT OF WAY DEDICATION**

BEING A PORTION OF LOT 2, SIMON TRUST BOUNDARY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING A STRIP OF LAND 7.84 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE, ALONG THE EAST LINE OF SAID LOT 2, ALSO BEING THE WEST RIGHT OF WAY LINE OF "B" ROAD, THE 60 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SOUTH 02°10'14" WEST, A DISTANCE OF 771.40 FEET; THENCE, DEPARTING SAID EAST LINE, NORTH 87°49'46" WEST, A DISTANCE OF 7.84 FEET TO A POINT ON A LINE 7.84 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF LOT 2; THENCE, ALONG SAID PARALLEL LINE, NORTH 02°10'14" EAST, A DISTANCE OF 771.31 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE, ALONG THE NORTH LINE OF SAID LOT 2, SOUTH 88°26'46" EAST, A DISTANCE OF 7.84 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA.

CONTAINING 6,048 OR 0.1388 ACRES, MORE OR LESS.

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF LOT 2, "SIMON TRUST BOUNDARY PLAT", BEARING S88°26'46"E.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JANUARY 23, 2015. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

**SHEET 1 OF 2**



**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING – LAND PLANNING  
 LANDSCAPE ARCHITECTURE – SURVEYING  
 7900 GLADES ROAD – SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

DAVID P. LINDLEY  
 REGISTERED LAND  
 SURVEYOR NO. 5005  
 STATE OF FLORIDA  
 L.B. 3591

DATE	1/23/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	4879-ROW

**LOXAHATCHEE GROVES COMMONS  
 7.84' RIGHT OF WAY DEDICATION  
 SKETCH OF DESCRIPTION**

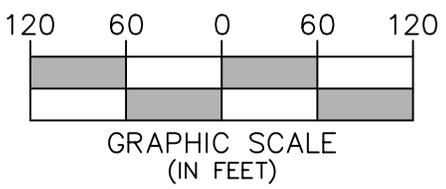
S88°26'46"E

1046.73'

NORTH LINE LOT 2  
(BASIS OF BEARING)

POINT OF BEGINNING  
N.E. CORNER LOT 2

15' DRAINAGE EASEMENT  
(ORB 25656, PG. 1767)



S88°26'46"E  
7.84'

EAST LINE LOT 2

7.84' RIGHT OF WAY DEDICATION

WEST RIGHT-OF-WAY LINE  
(PLATTED 60' R/W)  
(P.B. 12, PG. 29)

**LOT 2**  
**SIMON TRUST BOUNDARY PLAT**  
(P.B. 116, PG. 26)

OWNER: DISTRICT BOARD OF TRUSTEES OF  
PALM BEACH STATE COLLEGE

12' FPL & BST EASEMENT OVER  
THE EAST 12' OF LOT 2  
(ORB 960, PG. 473; ORB 5549,  
PG. 1616; ORB 5611, PG. 629)

S02°10'14"W 771.31'

S02°10'14"W 771.40'

"B" ROAD

(PLATTED 60' R/W)  
(P.B. 12, PG. 29)

EAST RIGHT-OF-WAY LINE

TRACT 4, BLOCK 1  
LOXAHATCHEE GROVES REPLAT  
(P.B. 12, PG. 29)

N87°49'46"W  
7.84'

S02°10'14"W  
102.95'

S46°51'44"W  
35.16'

N88°26'46"W 1,022.00'  
SOUTHERN BOULEVARD (S.R. 80)  
(ORB 1148, PG. 51)

**LEGEND:**

- O.R.B.-DENOTES OFFICIAL RECORD BOOK
- P.B. -DENOTES PLAT BOOK
- PG. -DENOTES PAGE
- R/W -DENOTES RIGHT OF WAY

**SHEET 2 OF 2**



**CAULFIELD & WHEELER, INC.**

CIVIL ENGINEERING - LAND PLANNING  
LANDSCAPE ARCHITECTURE - SURVEYING  
7900 GLADES ROAD - SUITE 100  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

DATE	1/23/15
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	4879-ROW

**LOXAHATCHEE GROVES COMMONS**  
**7.84' RIGHT OF WAY DEDICATION**  
**SKETCH OF DESCRIPTION**

Exhibit "E"  
Form of Memorandum of Agreement

PREPARED BY AND RETURN TO:  
Tyrone T. Bongard, Esquire  
Gunster, Yoakley & Stewart, P.A.  
777 S. Flagler Drive, Suite 500  
West Palm Beach, FL 33412  
Will Call Box 22

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT (this "Memorandum"), is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_ ("Owner"), \_\_\_\_\_ ("                    "), \_\_\_\_\_ ("                    "), and THE TOWN OF LOXAHATCHEE GROVES, a municipal corporation organized and existing under the laws of the State of Florida (the "Town").

PRELIMINARY STATEMENT:

- A. Owner is the owner of that certain real property located in Palm Beach County, Florida, which is legally described on Exhibit "A" attached hereto (the "Property").
- B. Pursuant to the terms of that certain B Road Improvement Agreement between Owner, \_\_\_\_\_, \_\_\_\_\_, and the Town, dated \_\_\_\_\_, 2015 (the "Agreement"), Owner agreed to pay for certain improvements to B Road, which is adjacent to the Property.
- C. Pursuant to the Agreement, Owner's obligations to make certain payments towards the improvements to B Road are secured by a lien on the Property.
- D. Owner desires to give public notice of the Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following agreements and covenants are made:

- 1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. Lien for Payments. The Agreement provides that Owner will make certain payments towards improvements to B Road, and that Owner's failure to make such payments is secured by an equitable charge and continuing lien against the Property.
- 3. Foreclosure of Lien. The lien may be foreclosed in the same manner as other security instruments are foreclosed in the State of Florida.
- 4. Binding Effect. The conditions, covenants and agreements contained in this Memorandum shall run with the Property and shall be binding upon Owner, and its successors and assigns.
- 5. Subordination. The lien is subordinate (a) to the lien of any first mortgage in favor of a bank,

savings and loan association, insurance company, pension fund, real estate investment company or trust or other individual or entity making a bona-fide loan to Owner with respect to the Property and (b) to the leasehold rights and interests of up to two (2) anchor tenants, each leasing more than 15,000 square feet of the Property and/or improvements located thereon and whose rights are evidenced by a recorded memorandum of lease.

- 6. Termination. This Memorandum may only be terminated by a writing specifically terminating this Memorandum, which is executed by \_\_\_\_\_, \_\_\_\_\_, and the Town, and is duly recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Owner has executed this Memorandum as of the date first written above.

OWNER:

Signed, Sealed and Delivered  
in the Presence of:

Signature of Witness

\_\_\_\_\_, a  
\_\_\_\_\_

Print Name of Witness

Signature of Witness

Print Name of Witness

STATE OF FLORIDA                    )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ man, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
State of Florida  
My Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(Notary Seal)

EXHIBIT "A"  
[To the Memorandum]