



**II. FISCAL IMPACT ANALYSIS**

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

| Fiscal Years             | 2011          | 2012       | 2013       | 2014       | 2015       |
|--------------------------|---------------|------------|------------|------------|------------|
| Capital Expenditures     | \$ -0-        | -0-        | -0-        | -0-        | -0-        |
| Operating Costs          | -0-           | -0-        | -0-        | -0-        | -0-        |
| External Revenues        | -0-           | -0-        | -0-        | -0-        | -0-        |
| Program Income (County)  | -0-           | -0-        | -0-        | -0-        | -0-        |
| In-Kind Match (County)   | -0-           | -0-        | -0-        | -0-        | -0-        |
| <b>NET FISCAL IMPACT</b> | <b>\$ -0-</b> | <b>-0-</b> | <b>-0-</b> | <b>-0-</b> | <b>-0-</b> |

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Acct No.: Fund \_\_\_ Dept. \_\_\_ Unit \_\_\_ Object \_\_\_  
 Program

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

\* This item has no fiscal impact. This amendment solidifies the County will not request transfer of Ryder Cup and the maintenance necessary. The amendment removes conditions which may have allowed the County to request transfer Ryder Cup to be a County road.

C. Departmental Fiscal Review:                     A. Willhite                    

**III. REVIEW COMMENTS**

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

                    [Signature]                    3/28/11  
 OFMB  
 3/28/11  
 ce  
 SN  
 3/22/11  
 3/25/11

                    [Signature]                    3.30.11  
 Contract Dev. and Control

**B. Approved as to Form and Legal Sufficiency:**

This amendment complies with our review requirements.

                    [Signature]                    3/30/11  
 Assistant County Attorney

**C. Other Department Review:**

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

This summary is not to be used as a basis for payment.

**Background and Justification (cont.)** - They desired some certainty that the current situation would be allowed to continue. Currently, the District maintains Ryder Cup Boulevard (PGA Boulevard – Northlake Boulevard) and assesses PGA National property owners for the maintenance. Guardhouses exist at either end. The public is allowed to use the road during the hours of 6 a.m. to 9 p.m. This allows the use of the road by the public during the busiest traffic hours and allows the road to be closed to the public for security purposes at night.

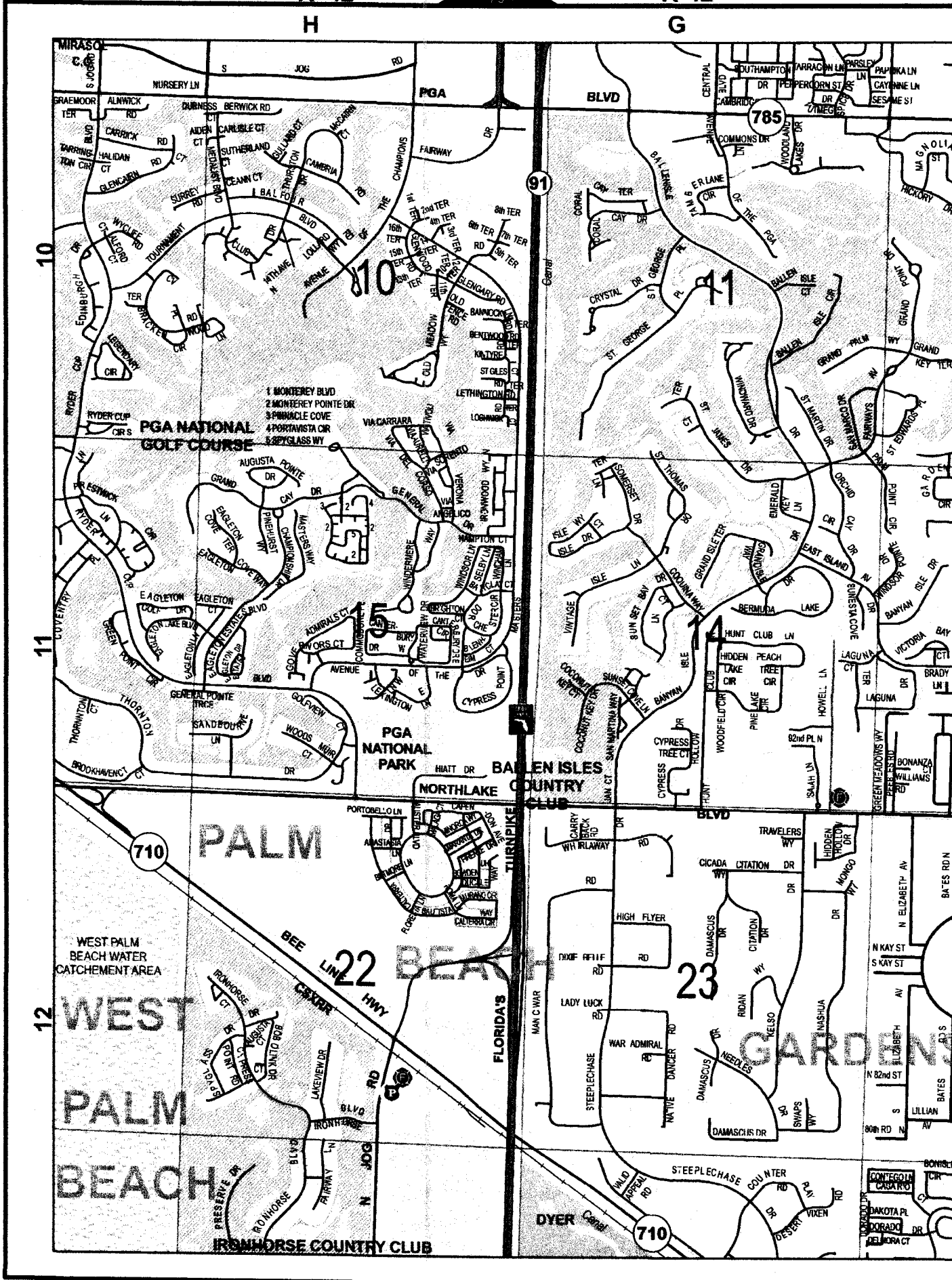
The current City development order has extensive language (7.F.3) outlining the scenarios that have to be met before the road could be considered for transfer, and detailed language outlining what criteria should be considered during the process to consider if the road should be transferred. Also addressed are the processes (meetings and public hearings) that would have to be followed. ( City Development Order Resolution – Attachment 4)

**The POA is requesting the County add to the Traffic Agreement, language supporting that the County “agrees to the elimination of the conditions set forth in 7.F. (3) of the Resolution”.** If the Traffic Agreement is approved, the City would then be able to consider amending the existing development order to eliminate the potential of Ryder Cup Boulevard being transferred to the County.

**Staff recommends the Board support the request.** The scenarios leading to possible consideration for transfer will likely be satisfied in the next 2-3 years. This will create an on-going “cloud of uncertainty” within PGA National and the City of Palm Beach Gardens. The current language would allow the County to commence the transfer process at any time once the scenarios are satisfied. There is no time restriction (the request could come the day after the scenarios have been satisfied, or years later). The POA and the City are currently supportive of the existing situation and believe that it is in everyone’s best interest to remove the “uncertainty”.

The resolution contains language stating that the Board “*shall to the greatest extent possible rely upon objective, verifiable information (such as traffic analyses) that demonstrates that the County acquisition of the right-of-way is timely, necessary and appropriate in order to promote and enhance public health, safety and welfare.*” One of the key factors to be considered is “*whether or not the fully constructed links of (a) Military Trail between PGA Boulevard and Northlake Boulevard and (b) Beeline Highway south of Northlake Boulevard have actually deteriorated below the adopted level of service for at least two (2) consecutive, regularly scheduled traffic count periods immediately preceding the Board of County Commissioners’ hearing.*”

While the above level of service consideration would not, in and of itself, preclude the transfer, staff believes it is highly unlikely that a future Commission would vote to require the road transfer if the level of service on the two key roads is not below the adopted standard. Staff’s review of the current level of service for the two roads – Military Trail is operating at least 30% better than the adopted Level of Service, while Beeline Highway is operating 30-50% better. Review of long-range traffic models indicate that traffic is expected to increase on both roads, but the level of service is always expected to be better than Level of Service “D” on Beeline, while the traffic on Military Trail is expected to be at Level of Service “E” in the adopted 2035 MPO model. The models assume that Ryder Cup Boulevard is open to all traffic during the daytime hours.



**AMENDMENT TO THE RYDER CUP TRAFFIC CONTROL AGREEMENT BY AND BETWEEN THE COUNTY, THE CITY OF PALM BEACH GARDENS, WFGR RESORT CORE V, L.L.C, AND NORTHERN PALM BEACH IMPROVEMENT DISTRICT AND PGA PROPERTY OWNERS ASSOCIATION, INC.**

**THIS AMENDMENT** to the RYDER CUP TRAFFIC CONTROL AGREEMENT (R2006-2003) dated September 12, 2006 ("Traffic Control Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and among the COUNTY OF PALM BEACH, FLORIDA ("County"), the CITY OF PALM BEACH GARDENS, FLORIDA ("City"), WFGR RESORT CORE V, L. L. C. ("PGA National") (assignee of PGA NATIONAL VENTURE, LLLP), NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("District") (formerly known as Northern Palm Beach County Water Control District), and PGA PROPERTY OWNERS ASSOCIATION, INC. ("PGA POA").

**WITNESSETH:**

**WHEREAS**, the County adopted a comprehensive Plan Amendment as Ordinance 94-3 on March 15, 1994 and the city adopted amendments and additions to the PGA National Development Order, by adopting City Resolution 107, 1994 on August 18, 1994 (Resolution) and as further incorporated by the City into Ordinance 22, 1998 on January 7, 1999 (Ordinance), (collectively Development Order), which give rise to the obligations that are the subject of this Amendment; and

**WHEREAS**, all parties other than the County have previously entered into that certain Agreement dated May 7, 1986, that certain Amendment dated March 1, 1990, and that certain Second Amendment dated February 21, 2002, and the County joined in the Agreement as it was further amended and entitled "Ryder Cup Traffic Control Agreement," dated September 12, 2006, as Resolution 2006-2003 (collectively the "Traffic Control Agreement") attached hereto as Exhibit "A", which among other things, sets forth the operational procedures of certain guard house information booths and traffic control gates on Ryder Cup Boulevard ("Ryder Cup") within the PGA National Resort Community in Palm Beach Gardens, Florida (Ryder Cup is owned by the District); and

**WHEREAS**, Ryder Cup is on the County Thoroughfare Right of Way Identification Map and is designated as a policy constrained facility with a maximum of two lanes; and

**WHEREAS**, the Parties agree that Ryder Cup will remain on the County Thoroughfare Right of Way Identification Map, retaining its designation as a policy constrained facility with a maximum of two lanes; and

**WHEREAS**, the Development Order provided for the District to transfer Ryder Cup to the County and established that certain conditions must be met before the transfer could occur; and

**WHEREAS**, PGA National requests and the County consents to removal from relevant documents, the conditions that trigger the County's request to the District to transfer Ryder Cup to the County.

**NOW, THEREFORE**, based on the mutual covenants contained herein and other good and valuable consideration exchanged between the parties, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. **RECITALS**. The foregoing recitals are true and correct and form a part hereof.
2. **COUNTY'S COVENANT**. Notwithstanding anything to the contrary contained in the Traffic Control Agreement, the County hereby agrees to the elimination of the conditions set forth in 7.F (3) of the Resolution and related provisions in the Ordinance and waives its right there under to request the transfer of Ryder Cup from the District to County.
3. **COUNTY APPROVAL REQUIRED**. Pursuant to the Traffic Control Agreement, PGA POA and the District may restrict access through the Ryder Cup gates each evening from 9:00 p.m. until 6:00 a.m. Restricting access beyond those hours shall not be permitted without advance written approval by the County. During the non-restricted hours the road shall remain open and accessible, and no additional restrictions shall be placed on users of this roadway during the non-restricted hours beyond those that exist at the time of the adoption of the Agreement.
4. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**. Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

The County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the BOARD, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

All provisions, covenants, terms and conditions of the Agreement between the parties heretofore entered into as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by this Amendment.

In the event of a conflict between this Amendment and the Traffic Control Agreement, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amended Ryder Cup Traffic Control Agreement as of the day and year first above written.

ATTEST:  
SHARON R. BROCK,  
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

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

By \_\_\_\_\_  
Karen T. Marcus, Chair

APPROVED AS TO TERMS  
AND CONDITIONS

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By Sy T. Waleh  
ENGINEERING & PUBLIC WORKS

By Mark R. Platt  
COUNTY ATTORNEY

ATTEST:

CITY OF PALM BEACH GARDENS  
BY ITS CITY COUNCIL

By \_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
David Levy, Mayor

NORTHERN PALM BEACH COUNTY  
IMPROVEMENT DISTRICT

PGA PROPERTY OWNERS  
ASSOCIATION, INC.

By Ronald M. Ash  
RONALD M. ASH, P.E., PRESIDENT  
BOARD OF SUPERVISORS

By \_\_\_\_\_  
ROBERT HODGSON, PRESIDENT

WFGR RESORT CORE, LLC  
a Delaware Limited Liability Company

By: WFGR Resort Core Mezz V., L. L. C.  
a Delaware Limited Liability Company  
its Sole Member

In the event of a conflict between this Amendment and the Traffic Control Agreement, this Amendment shall prevail.

**IN WITNESS WHEREOF**, the parties have executed this Amended Ryder Cup Traffic Control Agreement as of the day and year first above written.

ATTEST:  
SHARON R. BROCK,  
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

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

By \_\_\_\_\_  
Karen T. Marcus, Chair

APPROVED AS TO TERMS  
AND CONDITIONS

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By S. T. Weld  
ENGINEERING & PUBLIC WORKS

By \_\_\_\_\_  
COUNTY ATTORNEY

ATTEST:

CITY OF PALM BEACH GARDENS  
BY ITS CITY COUNCIL

By \_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
David Levy, Mayor

NORTHERN PALM BEACH COUNTY  
IMPROVEMENT DISTRICT

PGA PROPERTY OWNERS  
ASSOCIATION, INC.

By \_\_\_\_\_  
O'NEAL BARDIN, JR.  
EXECUTIVE DIRECTOR

By \_\_\_\_\_  
ROBERT HODGSON, PRESIDENT

WFGR RESORT CORE, LLC  
a Delaware Limited Liability Company

By: WFGR Resort Core Mezz V., L. L. C.  
a Delaware Limited Liability Company  
its Sole Member



In the event of a conflict between this Amendment and the Traffic Control Agreement, this Amendment shall prevail.

**IN WITNESS WHEREOF**, the parties have executed this Amended Ryder Cup Traffic Control Agreement as of the day and year first above written.

ATTEST:  
SHARON R. BROCK,  
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

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

By \_\_\_\_\_  
Karen T. Marcus, Chair

APPROVED AS TO TERMS  
AND CONDITIONS

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By S. T. Webb  
ENGINEERING & PUBLIC WORKS

By \_\_\_\_\_  
COUNTY ATTORNEY

ATTEST:

CITY OF PALM BEACH GARDENS  
BY ITS CITY COUNCIL

By \_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
David Levy, Mayor

NORTHERN PALM BEACH COUNTY  
IMPROVEMENT DISTRICT

PGA PROPERTY OWNERS  
ASSOCIATION, INC.

By \_\_\_\_\_  
O'NEAL BARDIN, JR.  
EXECUTIVE DIRECTOR

By R. Hodgson  
ROBERT HODGSON, PRESIDENT

WFGR RESORT CORE, LLC  
a Delaware Limited Liability Company

By: WFGR Resort Core Mezz V., L. L. C.  
a Delaware Limited Liability Company  
its Sole Member

By: Walton Florida Golf Resort Investors V., L. L. C.  
a Delaware Limited Liability Company  
its Sole Member

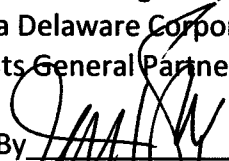
By: Walton Florida Golf Resort Holdings V., L. L. C.  
a Delaware Limited Liability Company  
its Managing Member

By: Walton Acquisition REOC Holdings V., L. L. C.  
a Delaware Limited Liability Company  
its Sole Member

By: Walton Street Real Estate Fund V, L.P.,  
a Delaware Limited Partnership  
its Managing Member

By: Walton Street Managers V, L.P.,  
a Delaware Limited Partnership  
its General Partner

By: WSC Managers V, Inc.,  
a Delaware Corporation  
its General Partner

By:   
Name: JOE LAG  
Title: MANAGING MEMBER

R2006 2003

**RYDER CUP TRAFFIC CONTROL AGREEMENT**

THIS AGREEMENT is made and entered into this        day of SEP 12 2006, 2006, by and among the COUNTY OF PALM BEACH, FLORIDA ("County"), the CITY OF PALM BEACH GARDENS, FLORIDA ("City"), PGA NATIONAL VENTURE, LLLP ("PGA National") (formerly known as PGA NATIONAL VENTURE, LTD.), NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("District") (formerly known as Northern Palm Beach County Water Control District), and PGA PROPERTY OWNERS ASSOCIATION, INC. ("PGA POA").

WHEREAS, all parties other than the County have previously entered into that certain Agreement dated May 7, 1986, that certain Amendment dated March 1, 1990, and that certain Second Amendment dated February 21, 2002 (collectively the "Traffic Control Agreement") attached hereto as Exhibit "A", which, among other things, sets forth the operational procedures of certain guard house information booths and traffic control gates on Ryder Cup Boulevard ("Ryder Cup") within the PGA National Resort Community in Palm Beach Gardens, Florida (Ryder Cup is owned by the District); and

WHEREAS, the Second Amendment provides for restricted access through the traffic control gates, during certain evening hours, under specified operational details as set forth in that agreement; and

WHEREAS, Ryder Cup has been designated for possible acquisition by the County in the future, as an extension of Jog Road, and thus Ryder Cup has been determined to be a "proposed major thoroughfare" in accordance with Section 163.3177(6)(b), Florida Statutes; and

WHEREAS, the District's enabling legislation (Chapter 2000-467, Section 3, Laws of Florida), requires County approval of access restrictions to any "proposed major thoroughfare" owned by the District; and

WHEREAS, the County has approved restricted evening access in accordance with the terms hereof; and

WHEREAS, the parties hereto now wish to document their understanding and agreement with respect to the restricted evening access under the terms and conditions set forth herein.

NOW, THEREFORE, based upon the mutual covenants contained herein and other good and valuable consideration exchanged between the parties, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a part hereof.

2. ACTIONS TAKEN BY PGA POA. Prior to the execution of this Agreement, PGA POA represents that it has taken the following actions, and that the following facts are correct in accordance with its books and records:

a. On April 18, 2005, PGA POA held an "Information Meeting" after mailing a written notice of same to all property owners of record in PGA National, notifying each such property owner of the meeting of the Board of Governors of PGA POA regarding the proposed restricted access and anticipated assessment for the related improvements, and disclosing other information required by the County to be disclosed in such notice. The notice included a "reply form" which property owners, if they chose, could return to PGA POA indicating their position on the restricted access and related assessment. True and correct copies of the notice and "reply form" are attached hereto as Exhibit "B".

b. Approximately 1500 property owners returned the completed "reply form". Approximately 94% of the owners who returned forms indicated they were in favor of the restricted access project and related assessment.

3. RESTRICTED ACCESS. The parties agree that, subject to the terms hereof, PGA POA and the District may restrict access through the Ryder Cup gates each evening from 9:00 p.m. until 6:00 a.m.

4. ADVANCE NOTICE. At least three (3) months in advance of access restriction, PGA POA shall post conspicuous signs between Northlake Boulevard and the guardhouse at the south end of Ryder Cup, and between PGA Boulevard and the guardhouse at the north end of Ryder Cup, said signs to read substantially as follows:

"Beginning on \_\_\_\_\_, this gate will be closed to non-residents of PGA National each evening from 9:00 p.m. to 6:00 a.m."

5. COUNTY'S CONTINUING RIGHT, UNDER CERTAIN CIRCUMSTANCES, TO ACQUIRE RYDER CUP AND REMOVE GUARDBOUSES AND GATES. Notwithstanding any other provisions contained in this Agreement, both the Comprehensive Plan Amendment adopted by the County as Ordinance 94-3 on March 15, 1994, and the amendments and additions to the PGA National Development Order, adopted by the City of Palm Beach Gardens as Resolution 107, 1994 on August 18, 1994 (and as further incorporated by the City of Palm Beach Gardens into Ordinance 22, 1998 on January 7, 1999) remain in full force and effect, including, but not limited to, the County's continuing right, upon satisfying certain specified conditions, to acquire Ryder Cup and to remove the guardhouses and gates on Ryder Cup.

6. INFORMATION MEETINGS. In addition to the noticed meeting of members of PGA POA referred to Section 2 hereof, prior to construction of any improvements related to restricted access, the City shall notice a public meeting for PGA property owners, for the purpose of additional disclosure of the specifics of the project, the closure hours, the costs, the sources of funds, and the continuing right of the County to acquire Ryder Cup and to remove the guardhouses and gates.

7. NO OTHER CHANGES. Except as specifically set forth herein, the Traffic Control Agreement shall remain in full force and effect.

8. CONFLICTS. As to any conflicts between this Agreement and the Traffic Control Agreement regarding the guard house information booths and/or traffic control gates on Ryder Cup Boulevard, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Ryder Cup Traffic Control Agreement as of the day and year first above written.

R2006 2003

SEP 12 2008

COUNTY OF PALM BEACH

BY: [Signature]  
TONY MASILOTTI, CHAIRMAN

ATTEST: [Signature]  
COUNTY CLERK  
Deputy Clerk

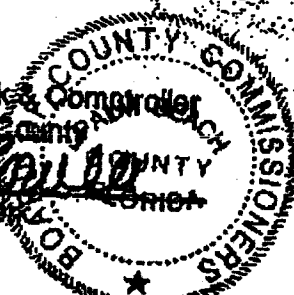
CITY OF PALM BEACH GARDENS

BY: [Signature]  
JOSEPH RUSSO, MAYOR

ATTEST: [Signature]  
CITY CLERK

NORTHERN PALM BEACH COUNTY  
IMPROVEMENT DISTRICT

BY: [Signature]  
O'NEAL BARDIN, JR.  
EXECUTIVE DIRECTOR

Sharon F. Bock, Clerk & Comptroller  
Palm Beach County  
By: [Signature]  
Deputy Clerk  


PGA NATIONAL VENTURE, LLLP,  
a Florida Limited Liability Limited Partnership  
BY: NORTH COUNTY HOMES COMPANY,  
General partner

PGA PROPERTY OWNERS  
ASSOCIATION, INC.

BY: [Signature]  
E. LLWYD ECCLESTONE, CHAIRMAN

BY: [Signature]  
ROBERT HODGSON, PRESIDENT

APPROVED AS TO TERMS AND CONDITIONS:

[Signature]

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

[Signature]  
COUNTY ATTORNEY

**SECOND AMENDMENT**

THIS SECOND AMENDMENT is made and entered into this 21<sup>st</sup> day of ~~FEBRUARY~~, 2002, by and among the CITY OF PALM BEACH GARDENS, FLORIDA ("City"), PGA NATIONAL VENTURE, LTD. ("PGA National"), NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("District") (formerly known as Northern Palm Beach County Water Control District), and PGA PROPERTY OWNERS ASSOCIATION, INC. ("POA").

WHEREAS, the parties have previously entered into that certain Agreement dated May 7, 1986 ("Agreement") and that certain Amendment dated March 1, 1990, which collectively, among other things, related to the conveyance of legal title to certain roads within PGA National Resort Community in Palm Beach Gardens, Florida ("Project") to the District and the operation of certain guard house information booths on Tournament Boulevard, Avenue of the Masters and Ryder Cup Boulevard, including operational details concerning the traffic control gates; and

WHEREAS, the POA, with the approval of PGA National and the District, has requested that the City approve restricted access through the traffic control gates, between the hours of 6:00 pm and 6:00 am, under operational details as set forth in this Second Amendment; and

WHEREAS, the parties hereto now wish to document their understanding and agreement with respect to the restricted evening access under the terms and conditions set forth herein.

NOW, THEREFORE, based upon the mutual covenants contained herein and other good and valuable consideration exchanged between the parties, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a part hereof.

2. **AMENDMENT TO AGREEMENT.**

a. Paragraph 2.a.2) of the Agreement (as previously amended) is hereby further amended to state in its entirety as follows (additions to prior language are underlined, and deletions are ~~stricken through~~):



"2) The POA shall have the right and authority to cause the automatic traffic control gates at each of the gate house information booths within the Project to be closed and in a down position on a twenty-four (24) hour per day basis, three hundred sixty-five (365) days per year, including all days of leap year. ~~Other than between the hours of 6:00 pm to 6:00 am,~~ traffic will be allowed to pass through uninterrupted, except for persons asking information or situations appearing to the guard to be suspicious, in which event the guard shall take notice of the license plate of the vehicle and then contact the POA and/or the City Police Department. Further provided that in the event there is a back up or accumulation of traffic as a result of the security gates being in a

down position, that such gates will be opened so as to facilitate the flow of traffic and avoid any such traffic back up. In order to keep traffic flowing on a smooth basis and to avoid traffic back ups, both ingress traffic lanes shall be operational and in use at each gate house information booth at all times. Between the hours of 6:00 pm and 6:00 am, the POA may elect to have the guard houses permit access to the major loop roads within PGA National only to: (a) residents of PGA National, guests of residents, governmental and emergency vehicles, guests of the Resort Hotel, employees of the Resort Hotel, Golf Club, Tennis Club, Members Club, Devonshire, and the property management companies for any Homeowner Associations or Condominium Associations within PGA National (with proper identification); and (b) all vehicles in emergency and/or evacuation situations as may be requested or declared by City, County, or State governmental authority. In order to enhance awareness of the traffic gates being in a down position, a sign shall be installed at each entry to PGA National indicating that there is a "Stop Ahead" and such sign will include a blinking red light. The light pertaining to this sign shall be designed in such a way that it is recessed or enclosed within a protrusion so as to be visible to on-coming traffic, but be shielded from any homes adjacent to the road rights-of-way. The POA shall be able to provide informational maps at each of the gate house information booths to be handed out to persons seeking information about the locations of various communities within PGA National Resort Community, or persons otherwise seeking information about model sales centers and/or community sales centers."


3. NO OTHER CHANGES. Except as specifically set forth herein, the Agreement (as previously amended) shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first above written.

CITY OF PALM BEACH GARDENS

BY:   
JOSEPH RUSSO, MAYOR  
ATTEST:   
CITY CLERK


NORTHERN PALM BEACH COUNTY  
IMPROVEMENT DISTRICT

BY:   
PETER L. PIMENTEL,  
EXECUTIVE DIRECTOR

PGA NATIONAL VENTURE, LTD.,  
a Florida Limited Partnership  
BY: NATIONAL INVESTMENT COMPANY,  
General partner

BY:   
E. ELWYD ECCLESTONE, CHAIRMAN  
16

PGA PROPERTY OWNERS  
ASSOCIATION, INC.

BY:   
PHILLIP LYDDON, PRESIDENT

AMENDMENT

THIS IS AN AMENDMENT made and entered into as of this 15<sup>th</sup> day of March, 1990 by and among the CITY OF PALM BEACH GARDENS, FLORIDA ("City"), PGA NATIONAL VENTURE, LTD. ("PGA National"), the NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT ("District") and PGA PROPERTY OWNERS ASSOCIATION, INC. ("POA").

WITNESSETH:

WHEREAS, the parties hereto have previously entered into that certain Agreement dated May 7, 1985 ("Agreement") which, among other things, related to the conveyance of legal title to certain roads within PGA National Resort Community in Palm Beach Gardens, Florida ("Project") to the District and the operation of certain guard house information booths on Tournament Boulevard, Avenue of the Masters and Ryder Cup Boulevard, including operational details concerning the traffic control gates; and

WHEREAS, the POA and PGA National have requested that the City and the District approve the lowering of the security gates at the aforementioned gate house information booths on a twenty-four (24) hour basis under operational details as set forth in this Amendment; and

WHEREAS, the parties hereto now wish to document their understanding and agreement with respect to the closing of the aforesaid security gates under the terms and conditions set forth herein.

NOW, THEREFORE, based upon the mutual covenants contained herein and other good and valuable consideration exchanged between the parties, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. RECITALS. The foregoing recitals are true and correct and form a part hereof.

2. AMENDMENT TO AGREEMENT.

a. Paragraph 2.a.2) of the Agreement is hereby deleted in its entirety and the following is substituted in lieu and in place thereof:

"2) The POA shall have the right and authority to cause the automatic traffic control gates at each of the gate house information booths within the Project to be closed and in a down position on a twenty-four (24) hour per day basis, three hundred sixty-five (365) days per year, including leap year. Traffic will be allowed to pass through uninterrupted, except for persons asking information or situations appearing to the guard to be suspicious, in which event the guard shall take notice of the license plate of the vehicle and then contact the POA and/or the City Police Department. Further provided that in the event there is a back up or accumulation of traffic as a result of the security gates being in a down position, that such gates will be opened so as to facilitate the flow of traffic and avoid any such traffic back up. In order to keep traffic flowing on a smooth basis and to avoid traffic back ups, both ingress traffic lanes shall be operational and in use at each gate house information booth at all times. In order to enhance awareness of the traffic gates being in a down position, a sign shall be installed at each entry to PGA National indicating that there is a "Stop Ahead" and such sign



Unit of Development No. 11

will include a blinking red light. The light pertaining to this sign shall be designed in such a way that it is recessed or enclosed within a protrusion so as to be visible to on-coming traffic, but be shielded from any homes adjacent to the road rights-of-way. The POA shall be able to provide informational maps at each of the gate house information booths to be handed out to persons seeking information about the locations of various communities within PGA National Resort Community, or persons otherwise seeking information about model sales centers and/or community sales centers."

b. Paragraphs 2.a.3), 4) and 6) are hereby deleted in their entirety and paragraph 2.a.5) is hereby renumbered to be paragraph 2.a.3).

3. NO OTHER CHANGES. Except as specifically set forth herein, the Agreement shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

CITY OF PALM BEACH GARDENS, FLORIDA

BY: Michael Martins

PGA NATIONAL VENTURE, LTD., a Florida Limited Partnership

BY: NATIONAL INVESTMENT COMPANY, ITS Managing Partner

BY: Stevan A. Tendrich  
President

NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT

BY: William L. Karalake  
William L. Karalake, President  
Board of Directors

PGA PROPERTY OWNERS ASSOCIATION, INC.

BY: E. Lloyd Ecclestone, Jr.  
President

DM

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 7th day of May 1986 by and among the CITY OF PALM BEACH GARDENS, FLORIDA ("City"), PGA NATIONAL VENTURE, LTD. ("PGA National"), the NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT ("District") and the PGA PROPERTY OWNERS ASSOCIATION, INC. ("POA").

WITNESSETH:

WHEREAS, PGA National is the developer of the PGA National Resort Community in Palm Beach Gardens, Florida ("Project"); and

WHEREAS, the legal title to Avenue of the Champions, Ryder Cup Boulevard, Tournament Boulevard, Medalist Avenue, Avenue of the Masters and Coventry Lane is presently held by the District; and

WHEREAS, the POA now wishes to construct guard house information booths on some of the rights of way owned by the District at the following locations: (1) on Tournament Boulevard, west of Avenue of the Champions; (2) at the north end of Ryder Cup Boulevard, approximately 295 feet south of the south right-of-way line of PGA Boulevard; and (3) on Avenue of the Masters, east of Avenue of the Champions. The approximate location of each being as depicted on the sketches attached hereto and made a part hereof; and

WHEREAS, the parties hereto wish to provide for the rerouting of a portion of Graemoor Terrace and Alwick Road within the Project in the manner hereinafter stated so the entrances to such roads off Ryder Cup Boulevard would lie south of the proposed location for the information booth to be constructed at the north end of Ryder Cup Boulevard, provided certain conditions are met, including replanting a portion of certain plots; and

WHEREAS, the parties wish to further set forth their agreement with respect to providing an alternate security gate system at Alwick Road and Graemoor Terrace in the event the proposal to reroute traffic from those two streets cannot be implemented; and

WHEREAS, the parties wish to set forth their understanding and agreement with respect to the construction, operation and maintenance of guard house information booths at the Project.

NOW, THEREFORE, based upon mutual covenants contained herein and other good and valuable consideration exchanged between the parties, it is hereby agreed as follows:

1. RECITALS. The foregoing recitals are true and correct and form a part hereof.

2. OPERATION OF GUARD HOUSE INFORMATION BOOTHS.

a. The following shall apply with respect to the guard house information booths to be constructed at the north end of Ryder Cup Boulevard, on Tournament Boulevard near Avenue of the Champions, on Avenue of the Masters at Avenue of the Champions and as to the existing booth at the south end of Ryder Cup Boulevard near North Lake Boulevard:

1) They will have proper and adequate lighting and signage to facilitate traffic and giving of informational assistance. Red lights will be

installed on the arms of all gates for clear visibility when the gates are down.

2) They will have mechanical gates that will stay open between the hours of 6:00 a.m. and 10:00 p.m. (or such other times as may be mutually agreeable to the City and the POA), during which time traffic will be allowed to pass through uninterrupted, except for persons asking information or situations appearing to the guard to be suspicious, in which event the guard shall take note of the license plate of the vehicle and then contact the POA and/or the City Police Department.

3) There will be loop sensors installed in the streets enabling the arms of the mechanical gates to be raised when a vehicle passes over a designated point enabling ingress between the hours of 10:00 p.m. and 6:00 a.m. This feature will have an override mechanism at the guard houses. The traffic gates will be closed during hours other than between 6:00 a.m. and 10:00 p.m. (or such other times as may be mutually agreeable to the City and the POA). Residents will have resident decals to be placed on the front windshield of their cars and the guard will open the gates as such vehicles approach from 10:00 p.m. to 6:00 a.m. City, County and State official vehicles shall have the right to enter at all times.

4) As to vehicles entering without a decal before 6:00 a.m. or after 10:00 p.m., the guard will ask the destination and allow passage. The guard shall have the right to telephone or otherwise notify any resident of a guest who is present to visit such resident. In the event of any activity reasonably deemed to be suspicious by the guard, the POA security will attempt to monitor such situation through one of its patrol cars and notify the City Police Department, depending on circumstances.

5) Any of the operational details regarding the guard house information booths on the major loop roads are and shall be subject to change, from time to time, based upon requirements of the City or by the request of the POA and POA National for consideration by the CITY COUNCIL. The City Council shall consider the operational changes at a regular meeting and shall authorize the City Manager to notify the POA and POA National of any changes by letter.

6) At each of the guard houses there will be two lanes for traffic entering the Project with the extreme right lane specifically marked for residents.

3. EXISTING GUARD HOUSE INFORMATION BOOTH ON AVENUE OF THE CHAMPIONS. The POA anticipates using the existing guard house information booth on Avenue of the Champions only during special events after the time that the other guard house information booths contemplated hereby become operational. The City Police Department may use this Avenue of the Champions facility for official purposes. The POA has the right to remove such guard house at any time in the future.

4. AVOIDING UNSAFE TRAFFIC CONDITIONS. In connection with all of the guard house information booths and gates, in the event of heavy traffic where vehicles are backed up causing unreasonable or unsafe conditions or blocking traffic on PGA Boulevard, North Lake Boulevard or Avenue of the Champions, the guards will be instructed, upon request of the City Police Department or the POA, to open the gates and permit traffic to flow so as to avoid unreasonable congestion and unsafe conditions.

5. HOURS OF OPERATION. Initially, each of the guard houses, with the exception of the north location on Ryder Cup Boulevard, will be operational twenty-four (24) hours per day after construction is completed. After the north guard house on Ryder Cup Boulevard is constructed, the POA will, at the request of the City, cause such facility to be opened and manned on a twenty-four (24) hours basis. During such time that the facility at the north end of Ryder Cup Boulevard is not open twenty-four (24) hours a day and there is a fence or gate at PGA Boulevard and Ryder Cup Boulevard, such fence or gate will be constructed in such a manner that will permit entry by police, fire, and other emergency vehicles which can make such entry by removing the barrier or driving through it, or by any other means to gain entry in carrying out their duties and authority is hereby specifically granted to the City for such purpose and procedure with no obligation on the part of the City to pay for or install repairs to the fence or gate in connection with such entry.

6. PALM BEACH COUNTY. If in the future the District and/or the City is required to convey the right-of-way for Ryder Cup Boulevard to Palm Beach County for such road to be included within the County road system as a portion of Jog Road, if and when Palm Beach County is prepared to extend Jog Road north, then the parties hereby acknowledge that from and after the date of such conveyance the guard house information booths on Ryder Cup Boulevard may be closed at the request of Palm Beach County and no longer be operational. It is the desire of the POA and PGA National that the Ryder Cup Boulevard right-of-way not be conveyed to Palm Beach County and that the POA be permitted to operate the guard house information booths as long as it deems desirable and in the best interest of the members of the POA.

7. AMENDMENT OF PORTION OF PLATS. The parties agree that subject to all other provisions of this Agreement relating to a replat of Plats 3 and 4, portions of Plats 3 and 4, as hereinafter defined, shall be replatted so as to reroute a portion of Graemoor Terrace and Alnwick Road through Lot 171 of Plat 4 and 126 of Plat 3 in a manner as depicted on the sketch attached hereto or in a manner substantially similar thereto acceptable to the parties hereto, so that the location of such ingress and egress connection with Ryder Cup Boulevard will be south of the guard house information booth to be constructed at the north end of Ryder Cup Boulevard. The replatting and construction work contemplated by the parties in connection with this Agreement is subject to and contingent upon the following:

a. The ability of the POA to be able to acquire title to Lot 126, PGA Resort Community Plat 3, Plat Book 37, pages 170-182, Public Records of Palm Beach County, Florida ("Plat 3"), and the ability of the POA to be able to acquire title to Lot 171 of PGA Resort Community Plat 4, Plat Book 40, pages 190-193, Public Records of Palm Beach County, Florida ("Plat 4"), for a purchase price and under terms and conditions acceptable to it;

b. Approval of all property owners owning real property located on Alnwick Road and Graemoor Terrace, and their mortgagees, if necessary, consenting to a replat of a portion of the aforesaid Plats 3 and 4, and their subsequently signing a replat or other document required in connection with the replat;

c. Approval of the Burwick Homeowners Association, Inc. and the Merilwood Homeowners Association, Inc., the POA, PGA National, the City and the District.

d. If and when all approvals and conditions of this Agreement have been met, with respect to the replat, and acquisition of said Lots 126 and 171 has been completed, actual construction and related work may be commenced by the POA to implement the rerouting of Alwrick Road and Graemoor Terrace.

8. ALTERNATE PLAN FOR SECURITY GATES AT ALWICK ROAD AND GRAEMOOR TERRACE. In the event the proposal to amend a portion of Plats 3 and 4 to reroute a portion of the rights-of-way of Alwrick Road and Graemoor Terrace to Ryder Cup is not accomplished either because all property owners owning real property on those streets fail to consent within a reasonable time, because the POA was unable to acquire title to the two lots referred to in paragraph 2. hereof, under terms and conditions acceptable to it, or because of any other reason preventing implementation of that plan, then, in that event, the parties agree that a system of electronic gates can be installed on Alwrick Road and Graemoor Terrace near Ryder Cup Boulevard to be operated by a key card and loop sensor system with an override switch at the Ryder Cup Boulevard north guard house information booth.

9. AGREEMENT TO HOLD HARMLESS. In the event any lawsuit is brought against the City, District or PGA National by anyone in connection with the guard house information booths, mechanical gates, operation thereof or relating to any other provision of this Agreement, the POA agrees to defend and hold harmless the City, District and PGA National, and its and their agents, consultants and staff, from and against any such claims, suits, expenses and costs relating thereto, including attorneys' fees and court costs through any appellate proceedings.

10. GENERAL PROVISIONS.

a. This agreement represents the entire understanding and agreement between the parties with respect to this subject matter and supercedes all other negotiations, understandings and representations, if any, made by and between the parties.

b. This agreement may not be amended, supplemented, waived or changed orally but only by written instrument signed by all parties.

c. No party shall have the right to assign its rights or obligations hereunder without prior written consent of all other parties.

d. This agreement is binding upon the parties hereto and their respective legal representatives, successors and permitted assigns.

e. Any notices, requests or consents or other communications required or permitted under this agreement shall be in writing and either personally delivered or sent by regular U.S. Mail to the last known address of the parties or to any other address as a party may hereafter designate by written notice.

f. The headings contained in this agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this agreement.

g. If any part of this agreement or any other agreement entered into pursuant hereto is contrary to,

prohibited by or deemed invalid under applicable law or regulation, such provision shall be omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect as far as possible.

b. This agreement shall be governed and construed according to the internal laws of the State of Florida and venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have hereinto set their hands and seals the day and year first above written.

WITNESSES:

*[Handwritten signatures]*  
WITNESSES:

CITY OF PALM BEACH GARDENS

BY: *[Signature]*

FGA NATIONAL VENTURE, LTD., a Florida Limited Partnership  
BY: NATIONAL INVESTMENT COMPANY, its Managing Partner

BY: *[Signature]*  
Steven A. Tendrich  
President

WITNESSES:

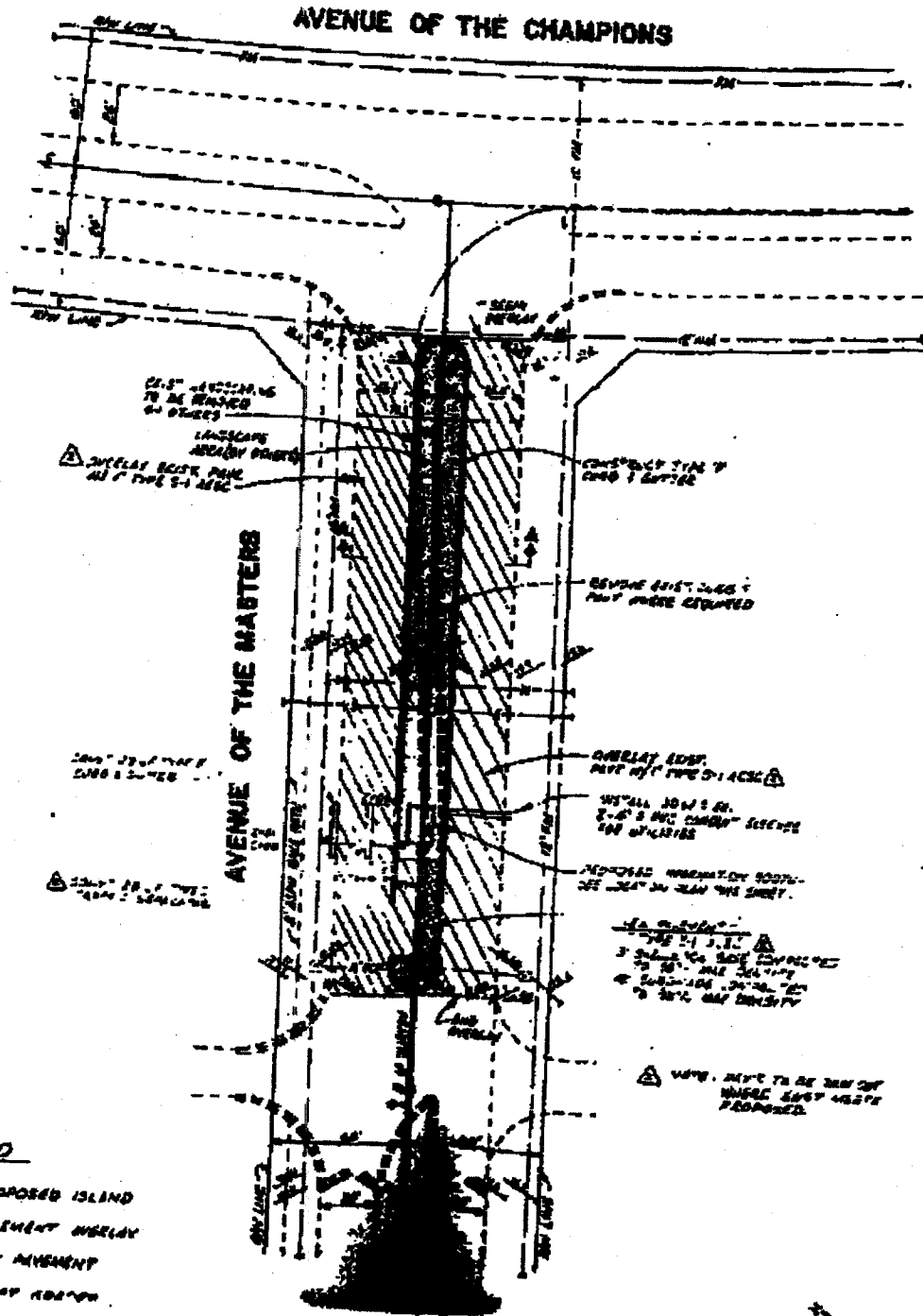
*[Handwritten signatures]*

NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT





BY: *[Signature]*  
Donald C. Walker, President  
Board of Supervisors

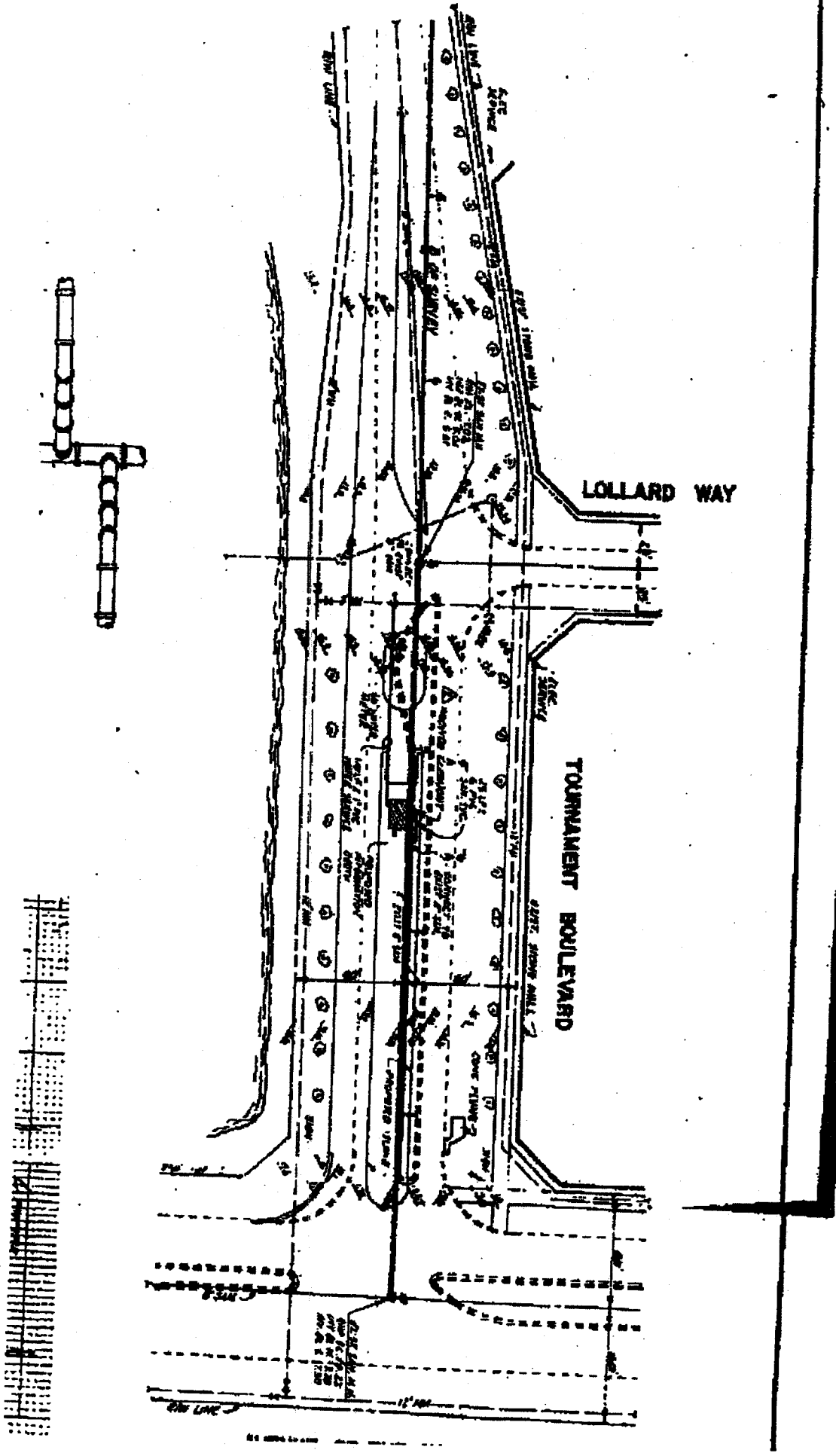
PGA PROPERTY OWNERS ASSOCIATION, INC.

BY: *[Signature]*  
Steven A. Tendrich  
Vice President

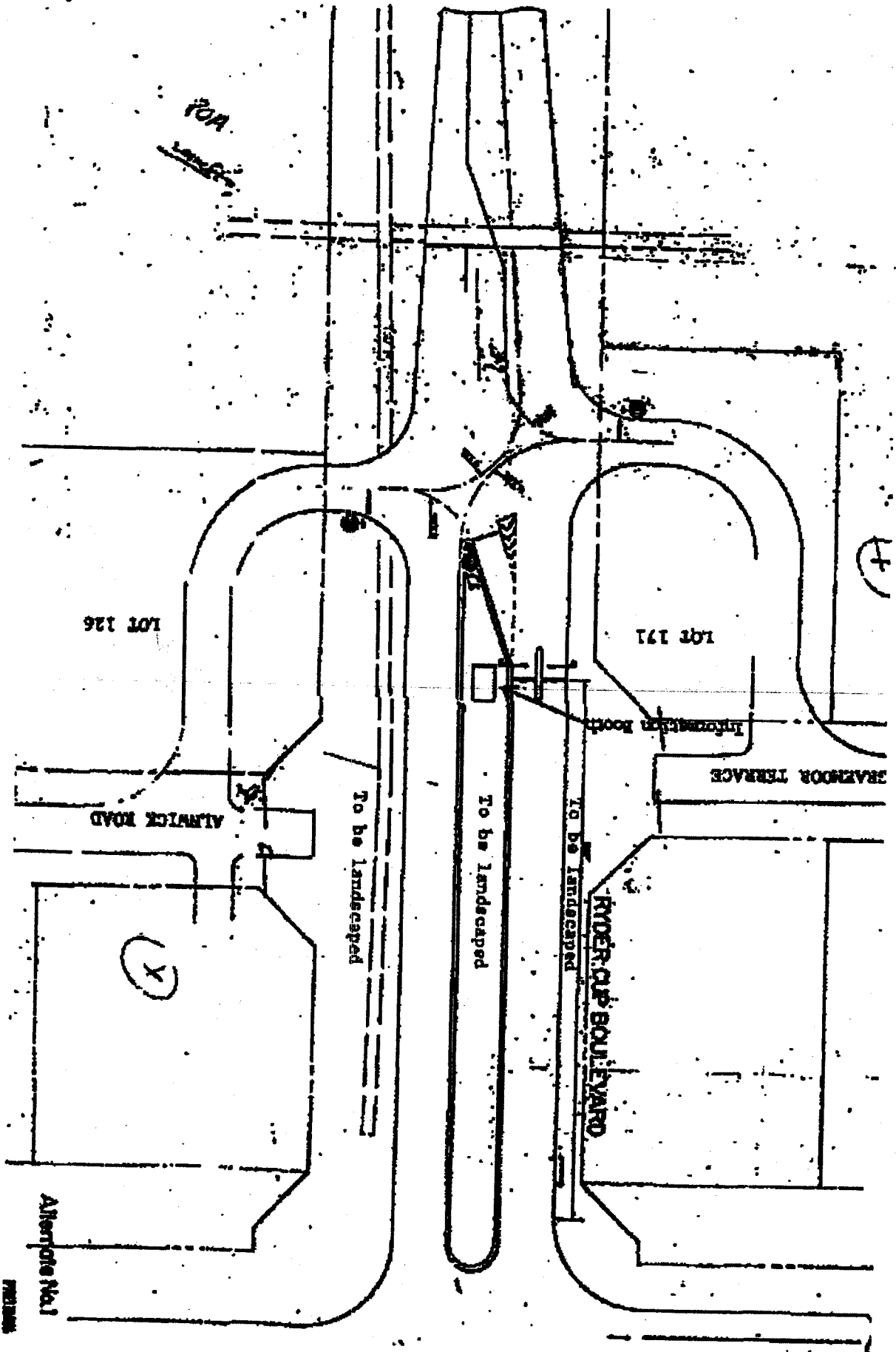


**LEGEND**

-  PROPOSED ISLAND
-  PAVEMENT OVERLAY
-  NEW PAVEMENT
-  TREE PLANTING







FOR

LOT 126

LOT 171

ALWICK ROAD

BRAEMAR TERRACE

To be landscaped

To be landscaped

To be landscaped

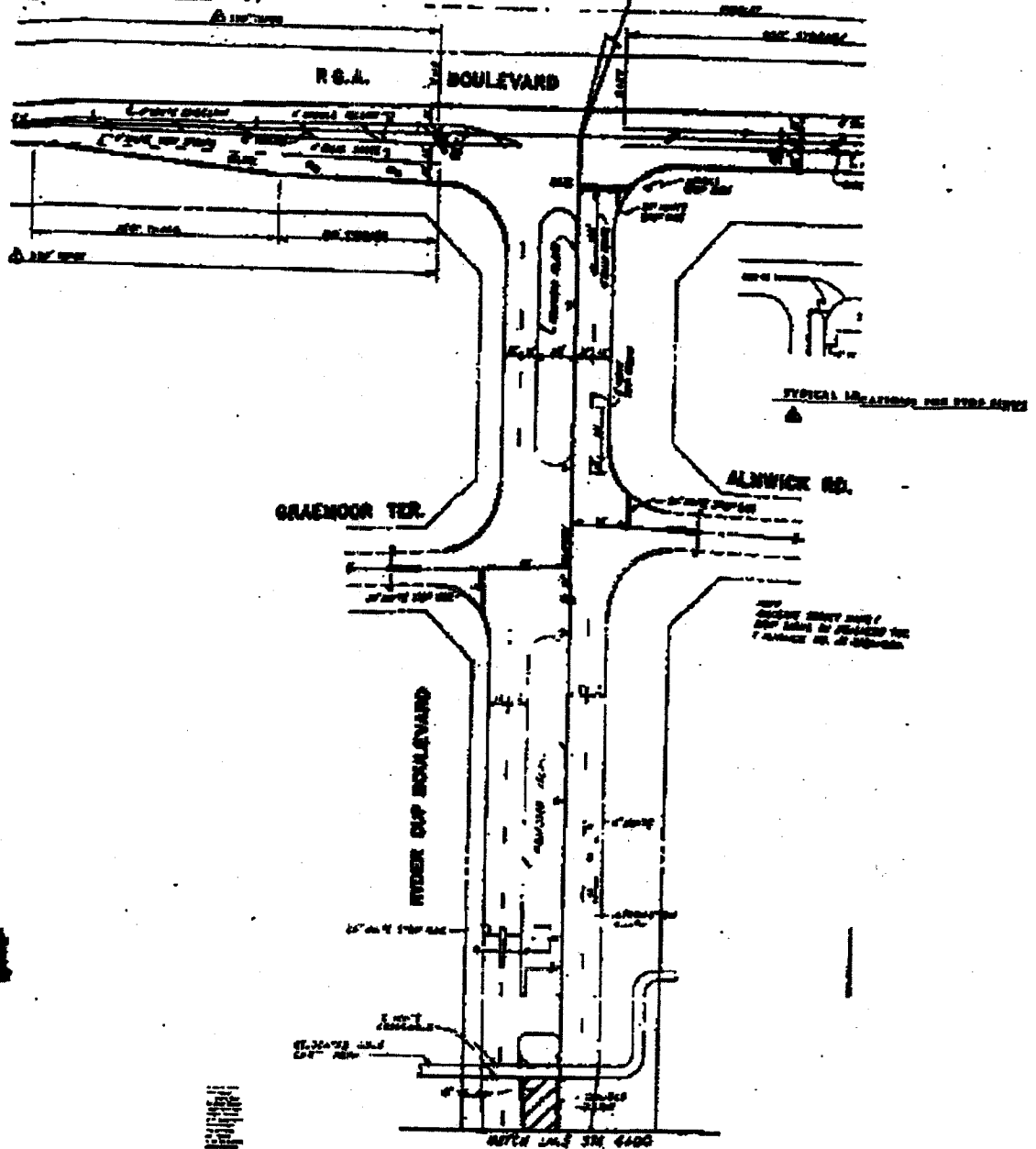
RIDER CUP BOULEVARD

Information Booth

X

A

Alterations No. 1



**iothy J. Messler, Inc.**  
 CONSULTING ENGINEERS  
 2022 RGA Highway, Fort Worth, Texas 76116

**INFORMATION BOOTH**  
**RYDER CUP BOULEVARD**  
**PLA. INTERCH. SYSTEM, 1980**

*Handwritten signature*

**PGA PROPERTY OWNERS ASSOCIATION, INC.**

Shopper On The Green  
7100 Fairway Drive, Suite 29  
Palm Beach Gardens, Florida 33418

TELEPHONE  
(561) 437-2800

FACSIMILE  
(941) 622-6324

March 30, 2005

**INFORMATION MEETING - PGA GATES/ACCESS CONTROL  
SPECIAL ASSESSMENT**

Dear PGA Property Owner:

On Monday, April 18, 2005, the Board of Governors will hold a Board meeting at 3:00 p.m. at the PGA Member's Club. As with all meetings, the residents of PGA National are welcome to attend. The Board wants the residents to know that the main item on the agenda is the proposed Access Control at the PGA National gates between the hours of 9:00 p.m. - 6:00 a.m.

In order to get Final Approval from the Palm Beach County Board of County Commissioners, the Board was required to advise all residents, in writing, of the meeting and explain plans for access control and costs relating to same. If you cannot attend the meeting, we have provided a response form so you may share any comments, opinions or questions with the PGA POA Board of Governors.

In order to implement access control, each resident will be issued a bar code sticker and, as in all gated communities, if you are expecting a guest between the hours of 9:00 p.m. - 6:00 a.m., you would need to call the guardhouse to allow access.

Some lane modifications are needed and, of course, the bar code reader equipment will need to be installed. In summary, the gate arms would be moved up and curb cuts would be made so that any vehicles denied entry would be able turn around before going through the gate.

The total, turn-key cost to implement the access controlled gates would be paid via a one-time special assessment of \$70.00 per property owner. A complete summary of all costs is as follows:

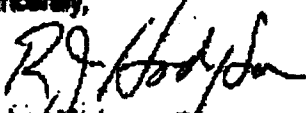
|                                                                                                                |                      |
|----------------------------------------------------------------------------------------------------------------|----------------------|
| <b>LANE MODIFICATIONS</b> (includes curb cuts, installation of new curbs, striping, lane separators, etc)      | <b>\$ 45,000.00</b>  |
| <b>ENGINEERING</b> to oversee all contracts and contractor performance                                         | <b>\$ 50,000.00</b>  |
| <b>PERMIT FEE</b> for NPBCID permits                                                                           | <b>\$ 500.00</b>     |
| <b>BAR CODE STICKERS</b>                                                                                       | <b>\$ 15,000.00</b>  |
| <b>COMPUTER EQUIPMENT &amp; SOFTWARE</b> for Access Control Program (total for 4 g/houses & main "info" booth) | <b>\$ 29,500.00</b>  |
| <b>SIGNS</b> (temporary signs to notify drivers of pending closing)                                            | <b>\$ 1,000.00</b>   |
| <b>INSTALLATION OF BAR CODE EQUIPMENT &amp; UPGRADE LOOP SENSORS</b>                                           | <b>\$ 200,000.00</b> |
| <b>TOTAL ANTICIPATED PROJECT COST</b>                                                                          | <b>\$341,000.00</b>  |

Assuming that the Board of Governors votes to proceed with this project, at the April 18<sup>th</sup> meeting, they will approve the Special Assessment. It will not be levied until final County approval for the project has been granted.

It should be understood that limited access control does not negate the County's right to "take" Ryder Cup Blvd and open Jog Road through PGA National. To do this, the County must still follow the requirements of the Compliance Agreement adopted on March 15, 1994 and the Development Order as amended August 18, 1994. In addition, a Public Hearing must be held and you, as a property owner, must be notified of any such hearing.

If you have any questions or need additional information, please feel free to contact the undersigned prior to the Board meeting. You may also complete and return the attached "reply form" at your earliest convenience. Based on discussions with residents, the Board feels that the residents are in favor of Access Control and we hope you will return a favorable reply.

Sincerely,



Robert Hodgson, President  
Board of Governors  
PGA Property Owners Association, Inc.

RH/dl

**PGA PROPERTY OWNERS ASSOCIATION  
LIMITED ACCESS CONTROL**

**OWNER'S NAME(S) (PLEASE PRINT):** \_\_\_\_\_

**ADDRESS (IN PGA NATIONAL):** \_\_\_\_\_

**I AM IN FAVOR OF ACCESS CONTROL AND HAVE NO OBJECTION TO THE \$70.00  
SPECIAL ASSESSMENT.**

**COMMENTS:**

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**SIGNED BY:** \_\_\_\_\_

**PLEASE COMPLETE AND RETURN BEFORE APRIL 18, 2005 TO:  
PGA FOA  
7100 Fairway Dr., Suite 20  
Palm Beach Gardens, FL 33418**

RESOLUTION 107, 1994

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, AMENDING RESOLUTION 43, 1978, AS AMENDED, THE DEVELOPMENT ORDER FOR THE PGA NATIONAL RESORT COMMUNITY, A DEVELOPMENT OF REGIONAL IMPACT, AMENDING SUBPARAGRAPH "f" OF CONDITION 7; PROVIDING FOR THE ADDITION OF TWO NEW CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR IMMEDIATE TRANSMITTAL OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS, TREASURE COAST REGIONAL PLANNING COUNCIL, NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT, AND PALM BEACH COUNTY.

WHEREAS, on August 31, 1978, the City Council of the City of Palm Beach Gardens, Florida ("City Council"), adopted Resolution Number 43, 1978 ("Development Order"), which approved the PGA National Resort Community ("PGA National") Development of Regional Impact ("DRI"); and

WHEREAS, the City Council has received an Application from PGA National Venture, Ltd., a Florida limited partnership ("Developer") to amend the Development Order for PGA National to revise the conditions of approval regarding establishment of a public thoroughfare through the development known as "Jog Road" and to make other related changes in conditions of approval; and

WHEREAS, Palm Beach County ("County") has adopted Ordinance No. 94-3 (March 15, 1994) which amends the Thoroughfare Right-of-Way Protection Map of County's Comprehensive Plan to define and limit its interest in the right-of-way reserved for future Jog Road; and

WHEREAS, it is necessary to amend the conditions of approval contained in the Development Order for PGA National DRI relating to conveyance of the right-of-way to County in order to make them consistent with the revised terms of County's Comprehensive Plan; and

WHEREAS, the City Council has reviewed and considered the "Development Application," the "Notification of Proposed Change to a Previously Approved DRI," the other information presented to it with regard to this Application; and

WHEREAS, the City Council has held a public hearing and has made the following Findings of Fact and Conclusions of Law:

● that these proposed amendments and additions to the Development Order are consistent with the State Comprehensive Plan;

● that these proposed amendments and additions to the Development Order do not unreasonably interfere with achievement of the objectives of the adopted State land development plan;

● that these proposed amendments and additions to the Development Order do not, either individually or cumulatively, constitute "Substantial Deviations" from the terms of the Development Order, as previously amended, as provided in §380.06(19), Florida Statutes, therefore that this application does not require further development of regional impact review; and

● that the proposed amendments and additions to the Development Order are consistent with the Comprehensive Plan and the Land Development Regulations of the City of Palm Beach Gardens,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA:**

**Section 1.** Condition Number 7.f of Resolution 43, 1978, which constitutes a Development of Regional Impact Development Order establishing the PGA National Resort Community, is hereby amended as follows:

7.f (1) The one hundred twenty (120) foot wide right-of-way presently owned by Northern Palm Beach County Water Control District (NPBCWCD) and known as Ryder Cup Boulevard shall be reserved from Northlake Boulevard to PGA Boulevard as follows:

- (A) From Northlake Boulevard to Thornton Drive, one hundred twenty (120) feet shall be reserved to accommodate a maximum of four (4) through lanes and necessary tapers;
- (B) From Thornton Drive to Carrick Road, sixty (60) feet shall be reserved to accommodate a maximum of two (2) through lanes;
- (C) From Carrick Road to PGA Boulevard, one hundred twenty (120) feet shall be reserved to accommodate a maximum of four (4) through lanes and necessary tapers.

- (2) In addition, from Thornton Drive to Carrick Road, the remaining sixty (60) feet of right-of-way currently owned by NPBCWCD shall be reserved and restricted to such uses as public utilities, open space, drainage, pathways, public recreation and landscaping. NPBCWCD shall record a restrictive covenant in the public records of Palm Beach County limiting use of the property as indicated.
- (3) NPBCWCD, or its successors in interest, shall convey the right-of-way required to be reserved by Condition 7.f.(1), above, to Palm Beach County ("County") without compensation for a future extension of Jog Road at such time as all of the following conditions have been satisfied:
- (A) **CONTINUITY.** With addition of the Ryder Cup Boulevard link through PGA National, Jog Road shall be fully constructed and continuous between Okeechobee Boulevard and its terminus at Donald Ross Road; and
- (B) **CONNECTIVITY.** The Ryder Cup Boulevard link within PGA National shall connect to other fully constructed links of Jog Road both North and South of PGA National. "Fully constructed" shall mean a public roadway has been built to the maximum laneage proposed by County's Thoroughfare Plan, is open to traffic, and maintenance of which has been formally accepted by the Board of Commissioners. "Connect" shall mean either that: (1) access to the fully constructed roadway links is directly aligned and contiguous;



or (2) the fully constructed roadway links forming a continuous north-south network for Jog Road lie not more than one quarter (0.25) miles from both the northern and the southern termini of Ryder Cup Boulevard.

**(C) TIMELINESS, NECESSITY AND APPROPRIATENESS.** Upon the occurrence of both events indicated in Subsections 7.f(3)(A) and (B), above, the Board of County Commissioners may request conveyance of the right-of-way according to the following procedures and considerations:

- (1) The County Department of Engineering and Public Works ("County Engineer") shall first in writing notify NPBCWCD, the City of Palm Beach Gardens ("City") and the PGA National Property Owners Association, Inc. ("PGA National POA") that it will recommend to the Board of County Commissioners that the Board request conveyance of the right-of-way to County.**
- (2) Within sixty (60) days of receipt of the County Engineer's notice, City may advertise and hold a public hearing at which County's notification will be discussed. County may be invited to participate in the discussion. Upon consideration of the information presented by County and other relevant information which may be presented at the**

public hearing, the City may issue an advisory opinion to County regarding the necessity for the conveyance. If City fails to hold a public hearing within the 60 day period, this condition shall be deemed to have been satisfied.

- (3) At any time after sixty (60) days from the County Engineer's initial notice of intent to recommend acquisition of the right-of-way, or after receipt of City's advisory opinion, whichever shall first occur, the Board of County Commissioners shall hold at least one (1) public hearing at which it shall consider the County Engineer's recommendation. Such hearing may, at County's discretion, be incorporated into County's regularly scheduled review of its Thoroughfare Plan or its Five Year Road Program. It is the intent of this Development Order, however, to ensure the widest possible notice to all affected parties. Written notice of such hearing shall therefore be provided to NPBCWCD, to City, and to PGA National POA at least thirty (30) days prior to the hearing. Notice of the hearing shall also be provided to the residents of PGA National by publication of notice in a newspaper of general circulation, as required by law for a public hearing. Minor technical errors in receipt of delivery of special notice shall not affect the appropriateness

of the Board of County's Commissioners' decision. The hearing shall be held within the period between November 1 and March 30; and

- (4) At its public hearing, the Board of County Commissioners shall not be precluded from considering any relevant information or testimony which may be presented to it regarding the timeliness, necessity or appropriateness of acquiring the right-of-way. The Board shall to the greatest extent possible rely upon objective, verifiable information (such as traffic analyses) that demonstrates that County acquisition of the right-of-way is timely, necessary and appropriate in order to promote and enhance public health, safety and welfare. In making this determination, the Board of County Commissioners should strongly consider whether or not the roadway system within the Radius of Development Influence of PGA National operates at or above its designated level of service. As a particular indicator that acquisition of the right-of-way is not timely, necessary or appropriate, the Board of County Commissioner should consider whether or not the fully constructed links of (a) Military Trail between PGA Boulevard and Northlake Boulevard and (b) Beeline Highway south of Northlake

Boulevard have actually deteriorated below the adopted level of service for at least the two (2) consecutive, regularly scheduled traffic count periods immediately preceding the Board of County Commissioners' hearing. The level of service shall be based upon the standards and procedures in force at the time of the hearing. If the roadway system, and the particular links identified above are operating at or above the adopted levels of service, the Board of County Commissioners should strongly consider that acquisition of the right-of-way is not timely, necessary or appropriate.

- (C) Prior to Conveyance. Palm Beach County shall agree to accept a deed of conveyance for the right-of-way from NPBCWCD which shall include a deed restriction or covenant that would be binding upon the parties, their successors and assigns and would limit in perpetuity construction of the roadway by the County to a maximum of two (2) through lanes from Thornton Drive to Carrick Road. The deed restriction shall not prohibit construction of greater laneage provided that the expanded roadway is approved by the PGA National Property Owners Association, Inc.
- (D) County shall have no ability or authority to require conveyance to the right-of-way until such time as all conditions precedent identified in Condition 7(f)(3)(A) through (C), above, are satisfied.

- (4) Any specific notice required by this condition shall be provided by United States Certified Mail, return receipt requested.

**Section 3.** A new Condition 16 is added to Resolution 43, 1978, as follows:

16. a. The development shall be limited to a maximum of 5400 residential dwelling units. All references to a greater maximum number of residential dwelling units contained in the Application for Development Approval, its supporting documents and studies, plans describing the development and past resolutions of the City of Palm Beach Gardens are hereby modified to reflect this new maximum.
- b. In revising the master plan of development, Developer shall not increase the residential densities of any development parcel above those shown on the current approved master plan without the express approval of the City Council.

**Section 4.** A new Condition 17 is added to Resolution 43, 1978, as follows:

17. a. Within six (6) months of adoption of the resolution approving this Development Order, the developer shall submit to the City a revised master plan of development showing the reallocation of units pursuant to Condition 16, above.
- b. The revised master plan shall be submitted simultaneously to Treasure Coast Regional Planning Council and the Florida Department of Community Affairs for review pursuant to the provisions of §380.06(19) F.S. (Substantial Deviations).

**Section 5.** Any provision of Resolution 43, 1978, as amended, not expressly modified herein shall remain in full force and effect. All ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

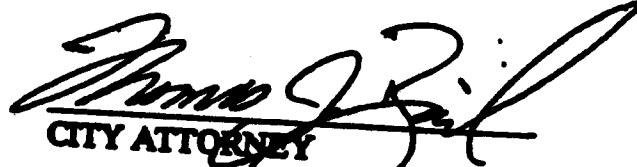
**Section 6.** This resolution shall be effective upon date of passage.

**Section 7.** A copy of this resolution shall immediately be transmitted by certified U.S. Mail, return receipt requested, to the Florida Department of Community Affairs, Treasure Coast Regional Planning Council, Northern Palm Beach County Water Control District, and Palm Beach County.

INTRODUCED, PASSED, AND ADOPTED THIS 18<sup>th</sup> DAY OF August, 1994.

  
DAVID CLARK, MAYOR

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

  
CITY ATTORNEY

ATTEST:

  
LINDA V. KOSIER, CMC, CITY CLERK

VOTE:

|                       | AYE                                 | NAY                      | ABSENT                              |
|-----------------------|-------------------------------------|--------------------------|-------------------------------------|
| MAYOR CLARK           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| VICE MAYOR MONROE     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>            |
| COUNCILMEMBER RUSSO   | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| COUNCILMEMBER JABLIN  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| COUNCILMEMBER FURTADO | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |