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**RESOLUTION NO. R2017 – 10**

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, APPROVING A MASTER PLAN AMENDMENT [PETITION NUMBER 17- 09(2017-05 MPA 6)] FOR CERTAIN PROPERTY KNOWN AS WELLINGTON GREEN, LOCATED IN THE SOUTHWEST CORNER OF STATE ROAD 7 AND FOREST HILL BOULEVARD, AS MORE SPECIFICALLY DESCRIBED HEREIN; AMENDING THE WELLINGTON GREEN MASTER PLAN TO ALLOW A CONDITIONAL USE HOTEL IN MUPD B AND TO AMEND CERTAIN CONDITIONS OF APPROVAL; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Council, as the governing body of Wellington, Florida, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the Land Development Regulations, as adopted by Wellington, is authorized and empowered to consider petitions related to development orders for Developments of Regional Impact; and

**WHEREAS**, the notice and hearing requirements as provided in Article 5 of the Land Development Regulations (LDRs), as adopted by Wellington, have been satisfied; and

**WHEREAS**, the subject site is approved on Wellington's Future Land Use Map as Regional Commercial/LSMU; and

**WHEREAS**, the subject site was approved by Palm Beach County as a Development of Regional Impact (DRI) by Resolution 99-2268 (local conditions) and Resolution 99-2267(regional conditions); and

**WHEREAS**, the Wellington Green DRI Development Order was amended and restated in Resolution No's R2000-107, R2000-143, R2001-112, R2002-30, R2004-04, R2005-124, R2005-125, R2005-126, R2008-03, R2008-70, R2011-41 and 2015-31; and

**WHEREAS**, the request is to amend the Wellington Green Master Plan to allow a Conditional Use for a 125-room hotel in MUPD "B" and to amend certain conditions of approval; and

**WHEREAS**, the Planning, Zoning and Adjustment Board, sitting as the Local Planning Agency, after notice and public hearing on March 8, 2017, recommended \_\_\_\_\_ of the Master Plan Amendment with a \_\_\_\_\_ vote; and

**WHEREAS**, the Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of the various Wellington review agencies and staff; and

**WHEREAS**, the Council has made the following findings of fact:

1. Development of Regional Impact: The Wellington Green Development of Regional Impact (DRI) sunset December 31, 2016 allowing local review without further requirement for regional

1 planning agency or state planning agency review as  
2 regulated by Florida Statutes Chapter 380. The  
3 Wellington Green Development Order approved  
4 regional and local conditions will be regulated as a  
5 local development order.  
6

- 7 2. Environmental Considerations: The proposed amendment will not affect the natural  
8 environment and there are no adverse impacts to the  
9 natural environment expected to occur as a result of  
10 this request.  
11
- 12 3. Surrounding Use Considerations: The proposed amendment will not affect the  
13 surrounding uses. This request will not change any of  
14 the approved uses and will have no impact upon the  
15 project's original determination that it was compatible  
16 with surrounding uses. MUPD "B" is surrounded by  
17 other MUPD's, PUD's and water management tract.  
18
- 19 4. Utilities: The water, sanitary, sewer, and drainage systems  
20 meet code requirements.  
21
- 22 5. Concurrency Considerations: The proposed amendment is in compliance with the  
23 approved Wellington Green Development Order  
24 vested 4,296 PM peak hour trips and Wellington  
25 Traffic Performance Standards.  
26
- 27 6. Comprehensive Plan Considerations: The proposed modifications are consistent with the  
28 Wellington Comprehensive Plan.  
29

30 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF WELLINGTON,**  
31 **FLORIDA; that:**  
32

33 **SECTION 1:** The Wellington Green Master Plan Amendment [Petition No. 17– 09  
34 (2017–05 MPA 6)] to allow a Conditional Use for a 125-room hotel in MUPD "B" and to amend  
35 certain conditions of approval for the 466 acre parcel known as Wellington Green, as legally  
36 described in Section 2 is hereby approved subject to conditions contained herein, which are in  
37 addition to the general requirements otherwise provided by Ordinance. The Development  
38 Order as previously adopted by Resolution No. R2015-31 is hereby amended and restated to  
39 read as follows in Section 3 and 4 of this Resolution.  
40

41 **SECTION 2:** The legal description of the property referred to and subject to the  
42 conditions of the Wellington Green Development Regional Impact is:  
43

44 **LEGAL DESCRIPTION:**  
45

1 A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 44 SOUTH, RANGE 41 EAST,  
2 PALM BEACH COUNTY, FLORIDA, BEING MORE, PARTICULARLY DESCRIBED AS  
3 FOLLOWS:

4 BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 13:

5 THENCE S87°44'43" E ALONG THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF  
6 2643.75 FEET TO THE NORTH ONE-QUARTER CORNER OF SAID SECTION 13:

7  
8 THENCE CONTINUE S87°44'43" E A DISTANCE OF 684.73 FEET;

9 THENCE S02°15'17" W A DISTANCE OF 27.00 FEET TO A POINT ON THE ARC OF A  
10 NON-TANGENT CURVE CONCAVE TO THE SOUTH, A RADIAL LINE OF SAID CURVE  
11 THROUGH SAID POINT HAVING A BEARING OF N02°15'17" E;

12 THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING  
13 A RADIUS OF 4443.66 FEET AND A CENTRAL ANGLE OF 09°33'35" FOR AN ARC  
14 DISTANCE OF 741.42 FEET TO THE POINT OF TANGENCY;

15  
16 THENCE S78°11'08" E A DISTANCE OF 217.67 FEET TO A POINT CURVATURE OF A  
17 TANGENT CURVE CONCAVE TO THE NORTH;

18  
19 THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING RADIUS  
20 OF 2687.05 FEET AND A CENTRAL ANGLE OF 10°14'28" FOR AN ARC DISTANCE OF  
21 480.29 FEET TO A POINT ON A NON-TANGENT LINE;

22  
23 THENCE S86°25'05" E A DISTANCE OF 186.37 FEET;

24  
25 THENCE N89°02'07" E A DISTANCE OF 70.31 FEET;

26  
27 THENCE S00°22'03" E A DISTANCE OF 503.00 FEET;

28  
29 THENCE S01°58'00" W ALONG A LINE PARALLEL WITH AND 252.00 FEET WESTERLY  
30 OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID SECTION 13 A  
31 DISTANCE OF 1246.38 FEET;

32  
33 THENCE S88°02'00" E A DISTANCE OF 11.66 FEET;

34  
35 THENCE S01°53'53" W A DISTANCE OF 1312.60 FEET;

36  
37 THENCE S01°53'57" W A DISTANCE OF 827.17 FEET;

38  
39 THENCE N88°05'25" W ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF THE  
40 SOUTH ONE-HALF OF SAID SECTION 13 A DISTANCE OF 5044.51 FEET TO THE WEST  
41 LINE OF SAID SECTION 13;

42  
43 THENCE N01°52'59" E A DISTANCE OF 1360.77 FEET TO THE WEST ONE-QUARTER OF  
44 SAID SECTION 13;

45  
46 THENCE N01°54'01" E A DISTANCE OF 2720.56 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN PALM BEACH COUNTY, FLORIDA,  
CONTAINING 466.30 ACRES MORE OR LESS.

**LESS – Metes and Bounds:**

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 44 SOUTH, RANGE 41 EAST,  
PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13;  
THENCE S01°54'01"W ALONG THE WEST LINE OF SAID SECTION 13 A DISTANCE OF  
699.84 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUE S01°54'01"W ALONG THE SAID WEST LINE OF SAID SECTION 13 A  
DISTANCE OF 534.48 FEET;

THENCE S88°05'59"W A DISTANCE OF 900.75 FEET TO A POINT OF CURVATURE OF A  
NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID  
CURVE THROUGH SAID POINT HAVING A BEARING OF N82°47'11"E;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING  
A CENTRAL ANGLE OF 2631'07" AND A RADIUS OF 1260.00 FEET FOR AN ARC  
DISTANCE OF 538.18 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N88°05'59"W A DISTANCE OF 680.75 FEET TO THE POINT OF BEGINNING;

SAID LAND SITUATE IN PALM BEACH COUNTY, FLORIDA, CONTAINING 10.00 ACRES,  
MORE OR LESS.

This parcel is also known as the Park tract, of the plat of Wellington Green, A MUPD/PUD,  
according to the plat thereof as recorded in Plat Book 87, pages 81-90, inclusive, of the Public  
Records of Palm Beach County, Florida.

**SECTION 3: REGIONAL CONDITIONS.**

(RC)A. APPLICATION FOR DEVELOPMENT APPROVAL (ADA)

(RC)1. The Forest Hill/SR7 ADA is incorporated herein by reference. It is relayed  
upon, but not to the exclusion of other available information, by the parties in  
discharging their statutory duties under Chapter 380, Florida Statutes.  
Substantial compliance with the representations contained in the ADA, as  
modified by DO conditions, is a condition for approval. Substantial compliance  
with the ADA shall be determined by the Village of Wellington.<sup>1</sup>

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<sup>1</sup> The project was within the jurisdiction of Palm Beach County until December 31, 1999. After that date,  
the local governing body for the purpose of regulating the development of this project became the Village of  
Wellington. (See Section 9.F.1, Village of Wellington Charter. Chapter 95-496, Laws of Florida.)

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

- a. The Application for Development Approval dated September 14, 1995.
- b. Supplemental information submitted December 27, 1995.
- c. Supplemental information submitted February 14, 1996.
- d. Letter from Brian C. Johnson to Sally Black dated November 6, 1995.
- e. DRI Master Plan dated October 18, 1996.
- f. Supplemental information submitted October 21, 1996, from Brian Johnson to Maria T. Palombo, P.E.

(RC)2. If significant physical development of the site fails to commence prior to August 26, 2000, then development approval shall terminate. For the purposes of this condition, significant physical development shall be deemed to have been initiated after placement of permanent evidence of a 50,000 square foot structure or significant infrastructure on the site such as internal roadways, internal utility and water management facilities, building slabs or footings, and/or sub-grade for parking lots or other work beyond the stage of excavation or land clearing. (CONDITION SATISFIED)

(RC)3A. The development is approved to occur in two phases commencing in 1996 or as soon thereafter as building permits may be obtained consistent with the provisions of this DO. Development shall occur in sub-phases consistent with the requirements contained herein. In no case, however, is any other development to occur until construction has commenced on the regional mall (MUPD G). Given those restrictions, phasing is limited as follows:

**PHASING AND MAXIMUM GROSS SQUARE FEET  
OF FLOOR AREA/UNIT/BED TOTALS\*\*\***

| Use                         | Phase 1<br>1996-1999     | Phase 2<br>2008      | Buildout<br>2016         |
|-----------------------------|--------------------------|----------------------|--------------------------|
| MUPDs A-F                   |                          |                      |                          |
| Retail/Commercial           | 203,000                  | 165,000              | 368,000                  |
| Office                      | 0                        | 54,744               | 54,744                   |
| Hotel Rooms*                | 0                        | 125                  | 125                      |
| Movie Theater **            | 120,000                  | 0                    | 120,000                  |
| <b>Subtotal</b>             | <b>316,800</b>           | <b>219,744</b>       | <b>536,544</b>           |
| MUPD G                      |                          |                      |                          |
| Regional Mall***            | 1,518,000<br>(1,235,000) | 244,667<br>(199,150) | 1,762,667<br>(1,431,667) |
| <b>TOTAL NONRESIDENTIAL</b> | <b>1,844,800</b>         | <b>464,411</b>       | <b>2,299,213</b>         |

| SF                  |      |   |      |
|---------------------|------|---|------|
| RESIDENTIAL PUD     |      |   |      |
| Multifamily Units   | 400  | 0 | 673  |
| CLF                 | 415  | 0 | 630  |
| Preserve (acres)*** | 23.2 | 0 | 23.2 |

\* Maximum total floor area of ancillary uses shall not exceed fifteen percent (15%) of the gross floor area of the hotel.

\*\* Movie theater limited to a maximum of 24 screens and 6,000 seats. Traffic generation is based on the number of screens but may be converted to square feet using an equivalency ratio approved by the Village Engineer.

\*\*\* The gross square feet of floor area/unit/bed totals may exceed the maximums indicated above provided the overall PM peak hour trips allocated for the overall project do not exceed 4,296.

\*\*\*\* Number in parenthesis indicates maximum gross leasable area. (ONGOING: DRC/BLDG/ENG)

(RC)3B. Phase 2 land uses may be developed in Phase 1 subject to approval of a trip generation analysis by the Village Engineer, in accordance with Condition E.1 of the local conditions of approval for this project. (DRC: ENG)

(RC)4. The project buildout date shall be December 31, 2016. (DATE: MONITORING - TCRPC)

(RC)5. The Wellington Green DRI as regulated by Florida Statutes Chapter 380, will sunset on December 31, 2016. This Wellington Green DO, including regional and local conditions, will be regulated as a local development order. Future amendments shall not require regional or state review unless as otherwise required by Florida Statutes. (DATE: MONITORING - TCRPC)

(RC)6A. The Village of Wellington hereby agrees that prior to December 31, 2016, the Wellington Green DRI shall not be subject to down zoning, unit density reduction, or intensity reduction, unless the Village demonstrates that substantial changes in the conditions underlying the approval of the DO have occurred, or that the DO was based on substantially inaccurate information provided by the developer, or that the change is clearly established by the Village to be essential to the public health, safety, or welfare. (DATE: MONITORING - PLANNING)

(RC)6B. The Village of Wellington and the developer hereby agree that, notwithstanding any provision of this DO or any provision of Chapter 380, Florida Statutes, the following shall constitute changes in the conditions underlying approval of this DO and shall result in the automatic abandonment and termination of this DO which shall result in this DO hereby becoming completely void without need for action on the part of the Village or the developer:

i) A failure of the developer to comply with any of the terms set forth in the Public Facilities Agreement, which is that agreement being an

instrument which ensures concurrent provision of road infrastructure for the project consistent with Chapter 163, Florida Statutes and the requirements of the Transportation Standard Rule 9J-2.045, Florida Administrative Code (FAC); or

ii) The Royal Palm Mall DRI has met all of the following criteria prior to this project meeting the same criteria:

1. Obtained a DRI DO for a regional mall.
2. Secured department store commitments from a minimum of three department stores each committing to occupy at least 125,000 square feet of gross leasable area within the regional mall.
3. Obtained one or more building permits for the vertical construction of the core of the regional mall which permit(s) authorize(s) the construction of a minimum of 350,000 square feet of gross leasable area. The total gross leasable area of the department stores reflected in the department store commitments and the core of the regional mall authorized by the building permit(s) shall be a minimum of 800,000 square feet.
4. Commenced physical vertical construction of the core of the regional mall which, for the purposes hereof, shall mean the commencement of the pouring of the foundation and footings in connection with a continuous program of construction. The TCRPC shall have the responsibility of informing the Village of Wellington of compliance with this condition. (ONGOING: TCRPC)

iii) For the purposes of this condition the following are defined in the DRI Agreement, attached as Exhibit F to the Public Facilities Agreement approved by the Palm Beach County Board of County Commissioners concurrent with this DO, and shall apply: "core of the regional mall," "department store," "department store commitments," "gross leasable area," and "regional mall." (CONDITION SATISFIED)

iv) The above conditions, 6.B.i and 6.B.ii, are necessary to ensure that an acceptable level of service is maintained on the regional roadway network, most particularly State Road 7 and Forest Hill Boulevard. Another DRI within the same market area has been approved. Both the ADA for that project and the ADA for the Forest Hill/SR 7 DRI acknowledge that the market is only sufficient to support one regional mall. Traffic analyses project that the regional roadway network cannot support two projects generating the quantity of traffic associated with the two regional malls without major additional improvements not included in this DO. Since the market studies for both ADAs indicate

1 that the market can only support one regional mall, it would be  
2 inappropriate to impose traffic improvement conditions on the projects  
3 based on the assumption that two regional malls will, in fact, be built.  
4 To allow competition between the projects, yet protect the Region from  
5 unmitigated roadway impacts, it is necessary to ensure that no traffic  
6 vesting will accrue to the property unless the regional mall described in  
7 the ADA is constructed. (CONDITION SATISFIED)  
8

9 (RC)6C. Upon abandonment or termination of the DO, The Village of Wellington shall  
10 evaluate and may consider initiating a comprehensive plan amendment to  
11 change the land use map designation on the subject property to one which is  
12 deemed most appropriate given existing land uses and land uses as shown in  
13 the Village of Wellington Comprehensive Plan at that point in time and shall be  
14 subject to all of the applicable review requirements for comprehensive plan  
15 amendments on property that have no vested or existing use. The developer  
16 and the Village of Wellington shall enter into a cooperative process to reassess  
17 the appropriateness of that previous land use. (ONGOING: PLANNING)  
18

19 (RC)7. The DRI Annual Report required by Subsection 380.06(18), Florida Statutes,  
20 shall be submitted each year to Palm Beach County, the Village of Wellington,  
21 the Treasure Coast Regional Planning Council (TCRPC), the Florida  
22 Department of Community Affairs (DCA), the Florida Department of  
23 Environmental Protection (DEP), the Florida Department of Transportation  
24 (FDOT), the South Florida Water Management District (SFWMD), and such  
25 additional parties as may be appropriate or required by law. The contents of  
26 the report shall include those items required by this DO and Department of  
27 Community Affairs Rule 9J-2.024, Florida Administrative Code, as may be  
28 amended. The Village of Wellington Department of Planning, Zoning and  
29 Building shall be responsible for monitoring the development. The DRI Annual  
30 Report shall include the Annual Status Report required by Condition 52.  
31 (ONGOING: MONITORING)  
32

33 (RC)8. The DRI Annual Report shall be submitted each year on the anniversary date  
34 of the adoption of the DO (August 26, 1996). (DATE: MONITORING)  
35

36 (RC)9. Any modification or deviations from the approved plans or requirements of this  
37 DO shall be submitted to the Village of Wellington Zoning Department. Any  
38 such submittal shall be made according to and processed in compliance with  
39 the requirements of Section 380.06(19), Florida Statutes, and the Department  
40 of Community Affairs Rule 9J-2, Florida Administrative Code, or as otherwise  
41 permitted by law. (ONGOING: ZONING)  
42

43 (RC)10. The definitions found in Chapter 380, Florida Statutes, 1995 Edition, shall  
44 apply to this DO. In case of conflicts, Chapter 380 shall apply. (ONGOING:  
45 VILLAGE ATT - TCRPC)  
46



- (RC)11. Reference herein to any governmental agency shall be construed to mean any future instrumentality that may be created or designated as a successor in interest to, or which otherwise possesses the powers and duties to any referenced governmental agency in existence on the effective date of this DO. (ONGOING: VILLAGE ATT - TCRPC)
- (RC)12. This DO shall be binding upon the property owner(s) and its assignees or successors in interest. (ONGOING: VILLAGE ATT)
- (RC)B. ENVIRONMENTAL AND NATURAL RESOURCES OF REGIONAL SIGNIFICANCE
- (RC)13A. Prior to March 1, 1997, the developer shall complete a carbon monoxide air quality study. Before conducting the study the developer shall meet with the Palm Beach County Public Health Unit (PBCPHU), DEP and TCRPC to establish parameters for the study. This study is to be submitted to the DEP and PBCPHU within 15 days of its completion. The air quality study is to be completed to the satisfaction of DEP and PBCPHU. The study results shall be provided to Palm Beach County Remediation for any problems projected by the study shall be undertaken consistent with the DCA Air Quality Uniform Standard Rule 9J-2.046, Florida Administrative Code. (CONDITION SATISFIED)
- (RC)13B. Approval of the study by DEP and PBCPHU must be obtained before final site plan approval. (CONDITION SATISFIED)
- (RC)14. During land clearing and site preparation, soil treatment techniques appropriate for controlling unconfined particulate emissions shall be undertaken. If construction on a parcel will not begin within 30 days of clearing, the soil is to be stabilized until construction on that parcel begins. Cleared areas may be sodded, seeded, landscaped, or mulched to stabilize the soil. Minimal clearing for access roads, survey lines, fence installation, or construction trailers and equipment staging areas is allowed without the need for soil stabilization. The purpose of this condition is to minimize dust and dirt production during land clearing and to prevent soil from becoming airborne between the time of clearing and construction. (ONGOING: HEALTH)
- (RC)15. The final site and building designs shall comply with the Florida Thermal Efficiency Code Part VII, Chapter 553, Florida Statutes. To the maximum extent feasible the project shall also incorporate measures identified in the Treasure Coast Regional Planning Council's Regional Energy Plan dated May 1979, and the Regional Comprehensive Policy Plan. Energy-efficient lighting shall be used for all exterior areas of the project where lighting is needed. If natural gas is available to the project, it shall be used to the maximum extent feasible to serve the energy needs of the project. (BLDG PERMIT: BLDG)

- (RC)16. The developer shall take no action (e.g., construction of a building or lake) that might foreclose the opportunity for pedestrian connections between the site and future development to the south or Fairlane Farms Road to the west. Such connections to the west may be a sidewalk along Forest Hill Boulevard; however, the southern connection shall be in addition to any sidewalk provided adjacent to SR 7 and shall be indicated on the preliminary development plan. Without a unified plan of development, providing such connections shall not be regarded as meeting any criteria for aggregation pursuant to Chapter 380, Florida Statutes. (DRC: ZONING)
- (RC)17. Before obtaining a certificate of occupancy for the first structure within any planned development, the developer shall remove all prohibited species from that planned development in accordance with Section 7.5 of the ULDC. Removal shall be in a manner that avoids seed dispersal by any of these species. There shall be no planting of these species on site. The entire site, including the upland preserve and buffers, shall be maintained free of these species in perpetuity. (CO: MONITORING - ERM)
- (RC)18. The developer shall establish a 1.1-acre preserve to accommodate the hand fern (*Ophioglossum palmatum*) population on the developed site. The preserve shall be located so that it meets the following criteria: (1) it is adjacent to the largest surface water management lake; (2) it encompasses one hand fern bearing cabbage palm in place; and (3) it is buffered from development so that the hand fern bearing trees are not within 100 feet of an open developed area (e.g., road, parking lot, yard). Other hand fern bearing trees shall be transplanted into the preserve. Prior to approval of the first plat for the PUD, the preserve shall be established by deed restriction, conservation easement, transfer of ownership, or some other mechanism acceptable to the Village of Wellington when covenants are recorded for the master property owners' association. The mechanism chosen must guarantee preservation and maintenance of the preserve in perpetuity and be consistent with the requirements of 9J-2.041, FAC. (CONDITION SATISFIED)
- (RC)19. The developer shall prepare a management plan for the preserve required by Condition 18 which shall ensure, to the maximum extent practicable, the continued fiscal and physical protection of the preservation area from adverse impacts of development. At a minimum, the plan shall identify methods to maintain suitable habitat conditions for the hand fern and other listed species that exist in the preserve. The plan shall include methods to: (1) remove exotic vegetation; (2) relocate native vegetation (especially cabbage palms and listed species) into the preserve; (3) maintain proper humidity levels; (4) provide the availability of water to fight fires; and (5) restrict access to that which is consistent with the intent of the preserve. The management plan shall be submitted to Palm Beach County and TCRPC. Any deficiencies in the plan identified by those entities must be corrected. Approval of the plan must be obtained from Palm Beach County and TCRPC before site-clearing activities

begin. (CONDITION SATISFIED)

- (RC)20. Temporary fencing of the area around each hand fern bearing cabbage palm and the preserve area shall be installed by the developer. This fencing shall be inspected and approved by the County before site clearing begins. Such fencing shall be of a type that will clearly identify the area as a preserve and minimize the potential disturbance to it during land clearing and construction. The temporary fencing shall be established at least 100 feet from the nearest hand fern bearing cabbage palm tree. Temporary fencing shall stay in place until it is necessary to remove it. For any tree subject to transplanting, this would be at the time of transplanting. For the preserve, this would be necessary for finish grading, planting buffers, and/or constructing permanent fencing. (CONDITION SATISFIED)
- (RC)21. If, during construction of the project but before establishment of the wetland preserve areas, any additional state or federally listed plant or animal species (as specified on those lists applied in the ADA) is found to live or otherwise significantly depend upon the site, then all activities that might negatively affect that individual or population shall cease. The developer shall immediately notify the Village of Wellington and TCRPC of the finding. Protection for that species shall be provided by the developer to the satisfaction of the County. The County shall consult with TCRPC, United States Fish and Wildlife Service, and the Florida Game and Fresh Water Fish Commission in determining what constitutes appropriate protection. (CONDITION SATISFIED)
- (RC)22. The project shall utilize ultra-low volume water use plumbing fixtures and where appropriate, self-closing and/or metered water faucets. The project shall also use other water conserving devices and/or methods. These devices and methods shall meet the criteria outlined in the water conservation plan of the public water supply permit issued to ACME by the SFWMD. Should another utility provider be approved, the project shall conform to the water conservation plan of that provider. (BLDG PERMIT: BLDG)
- (RC)23. To reduce irrigation water demand, landscaping shall be done according to Xeriscape principles. At a minimum, 30 percent of all areas requiring landscaping shall be landscaped with drought- and cold-tolerant native or non-invasive exotic species. (CO: LANDSCAPE)
- (RC)24. Prior to approval of the first plat, the DRI Hazardous Materials Management Plan shall be incorporated into the covenants and restrictions of the project. Each business choosing to locate within Forest Hill/SR 7 DRI shall be required to comply with the Plan. The Plan shall be updated as necessary to reflect changes due to local, state, and federal rules. (CONDITION SATISFIED)
- (RC)25. All site plans and layouts for Forest Hill/SR 7 DRI must be according to the requirements of state and local wellfield protection ordinances (Section 9.3 of

the ULDC), if applicable. All site plan applications shall note what development is within the zone of influence of any private or municipal wellfield. (DRC: ERM)

(RC)26. The surface water management system shall be designed to maximize the shallow aquifer recharge potential of the site. To help achieve this, grassed swale conveyances and depressed grassed water collection areas within the parking areas, which do not conflict with required landscaping, may be used. This may also be accomplished by the extensive system of exfiltration trenches planned and by the size of the project's retention/detention system. (DRC: ENG)

(RC)27. To improve the quality of water discharge from the site, the following shall apply:

a. All parking and road surfaces within the MUPDs shall be swept as necessary, but in no case less frequently than once per week. Sweeping shall be accomplished by vacuum-type or vacuum-regenerative-type sweepers. (ONGOING: CODE ENF)

b. Wheel stops and/or speed bumps shall not be permitted in areas that may collect and concentrate contaminants or which would interfere with efficient sweeping of parking surfaces. (DRC: ZONING)

c.i. A vegetated littoral zone shall be established for all the lakes (or the total planted littoral zone required may be planted within one lake) constructed on site in accordance with Section 7.6 of the ULDC. The petitioner shall prepare a master plan for planting (which may include wetland inoculant) and maintain a zone of wetland vegetation so that a minimum of eight square feet of vegetated littoral zone per linear foot of lake shoreline is planted (in one or more of the lakes). The plan shall be submitted to Palm Beach County, SFWMD, and TCRPC for review prior to DRC certification of the first site plan, and approved by SFWMD and ERM prior to issuance of the first building permit for any permanent primary structure in MUPD G. (CONDITION SATISFIED)

c.ii Deficiencies in the plan identified by the reviewing agencies must be corrected and plan approval obtained from Palm Beach County and SFWMD in consultation with the TCRPC. Approval must be obtained by the developer before lake excavation begins. Planting shall be completed within one year of surface water management system construction. The purpose is to provide vegetation that will take up nutrients and contaminants in the water. The use of Cypress trees and native hardwoods is encouraged. (CONDITION SATISFIED)

d. At a minimum, water quality treatment equivalent to detention of the first

1 inch of run-off from the three-year, one-hour storm event shall be provided  
2 prior to discharge from the site. (CONDITION SATISFIED)  
3

4 (RC)28. No building permits shall be issued until ACME confirms that it will supply  
5 drainage service in accordance with an adopted "Plan of Reclamation," or its  
6 equivalent. (CONDITION SATISFIED)  
7

8 (RC)29. No building permits shall be issued until the ACME Utility Director confirms that  
9 adequate wastewater treatment plant capacity and service infrastructure will  
10 be available. Adequate means enough infrastructure to provide water and to  
11 collect, treat, and dispose of the wastewater generated by the portion of the  
12 development for which permits are being requested. (CONDITION  
13 SATISFIED)  
14

15 (RC)30. Prior to December 31, 1999, the developer shall preserve and enhance 23  
16 acres of wetland habitat as identified and described in pages 13-6 and 13-14  
17 of the ADA, subject to SFWMD permits. (CONDITION SATISFIED)  
18

19 (RC)31A. The petitioner shall prepare a Master Wetland and Deep Water Habitat Plan  
20 for the preservation of wetlands and lake littoral zones that are to be created.  
21 The plan shall describe the location, methodology, and timetable for  
22 implementation of the preservation of wetlands to remain and the construction  
23 of littoral zones around the lakes. The plan shall be submitted to Palm Beach  
24 County, SFWMD, and TCRPC prior to DRC certification of the first site plan.  
25 Any deficiencies in the plan must be corrected and approval obtained from  
26 Palm Beach County and SFWMD, following consultation with the TCRPC, prior  
27 to issuance of the first building permit for a permanent primary structure in  
28 MUPD G. (CONDITION SATISFIED)  
29

30 (RC)31B. The developer shall establish and maintain a buffer zone of native upland edge  
31 vegetation around preserved wetlands on site. These shall be in accordance  
32 with the following provisions. The buffer zone shall include canopy,  
33 understory, and ground cover of native species only. The edge habitat shall  
34 begin at the upland limit of the wetland habitat. It shall include a total area of  
35 at least ten square feet per linear foot of wetland habitat.  
36 (CONDITION SATISFIED)  
37

38 (RC)C. TRANSPORTATION  
39

40 (RC)32. Prior to DRC certification of the site plan for MUPD G, the developer shall  
41 consult with Palm Tran and agree to fund any necessary improvements to  
42 accommodate Palm Tran specifications for the following:  
43

44 a. Five convenient bus pull-outs to the mall and residential development.  
45

46 b. Covered shelter(s) for a minimum of 40 people.

- c. Easy access for buses along the ring access drive on the interior of the site. (CONDITION SATISFIED)
- (RC)33. No building permits shall be issued until right-of-way within the project along SR 7 and Forest Hill Boulevard, and all intersections thereof, have been conveyed free and clear of all liens and encumbrances to the FDOT and Palm Beach County as necessary and consistent with the Palm Beach County Thoroughfare Right-of-Way Identification Map. (CONDITION SATISFIED)
- (RC)34. As a minimum, the developer shall pay a fair share contribution consistent with the road impact fee ordinance of Palm Beach County and/or the Village of Wellington, as applicable. The contribution shall be made according to the fee schedule(s) in effect at the time building permits are issued. Chapter 380, Florida Statutes, also requires that any Development Order exaction or fee required shall be credited toward an impact fee or exaction imposed by local ordinances for the same need. Any exaction receiving credit for impact fees must be in accordance with agreements between the developer and Palm Beach County and between the developer and the Village of Wellington, provided that there shall be no duplication of the exactions. (BLDG PERMIT: IMPACT FEE COORD)
- (RC)35. No building permits shall be issued until contracts have been let for the following roadway improvements:
- a. Six lane of Forest Hill Boulevard from South Shore Boulevard to SR 7. (CONDITION SATISFIED)
- (RC)36. Surety shall be provided to Palm Beach County prior to February 24, 1997, sufficient to construct the following roadway improvements:
- a. Six lane of Forest Hill Boulevard from South Shore Boulevard to SR 7. (CONDITION SATISFIED)
- (RC)37. No certificates of occupancy shall be issued until the following roadway improvements are under construction:
- a. Six lane of Forest Hill Boulevard from South Shore Boulevard to SR 7. (CONDITION SATISFIED)
- (RC)38. No building permits shall be issued for more than 1,490,000 square feet GLA of retail after December 31, 2002, until either:
- a. Contracts have been let for the following roadway improvement; or
- b. A local government development agreement consistent with Sections

163.3220 through 163.3243, Florida Statutes, has been executed and attached as an exhibit to the adopted DO. Performance security, if applicable, shall be provided to the satisfaction of Palm Beach County and/or FDOT that will provide for sufficient funds to be made available to complete the following improvement:

1. Six lane of Southern Boulevard (SR 80) from SR 7 to Sansbury's Way. (CONDITION SATISFIED, INCLUDED IN FDOT 3-YEAR PLAN)

(RC)39. No certificates of occupancy shall be issued after December 31, 2002, for more than 1,490,000 square feet GLA of retail, until the following roadway improvement is under construction:

- a. Six lane of Southern Boulevard (SR 80) from SR 7 to Sansbury's (CONDITION SATISFIED)

(RC)39R. No certificates of occupancy shall be issued for more than 1,685,000 square feet GLA of retail, until the following roadway improvement is under construction:

- a. At SR 80 (Southern Boulevard) and Forest Hill/Crestwood Boulevard, restriping of north approach and south exit to create a third southbound through lane. The eastbound right-turn lane will be extended to provide a minimum of 500 feet of storage with an appropriate deceleration lane (an exhibit illustrating this improvement is provided at the end of the Regional Conditions in this Development Order). (CONDITION SATISFIED)

(RC)40. No building permits shall be issued after June 30, 2003, for more than 1,685,000 square feet GLA of retail until either:

- a. Contracts have been let for the following roadway improvement; or
- b. A local government development agreement consistent with Sections 163.3220 through 163.3243, Florida Statutes, has been executed and attached as an exhibit to the adopted DO. Performance security, if applicable, shall be provided to the satisfaction of Palm Beach County and/or FDOT that sufficient funds will be available to complete the following improvement:

1. At SR 80 (Southern Boulevard) and Forest Hill/Crestwood Boulevard, modification (restriping, channelization, and signal modifications) of the south approach to create a third northbound through lane and a free flow northbound right turn lane. (CONDITION SATISFIED PER CONDITION 41.b)

(RC)41. No certificates of occupancy shall be issued after June 30, 2003, for more than

1,685,000 square feet GLA of retail until the following roadway improvement is under construction:

- a. At SR 80 (Southern Boulevard) and Forest Hill/Crestwood Boulevard, modification (restriping, channelization, and signal modifications) of the south approach to create a third northbound through lane and a free-flow, northbound right-turn lane.
- b. If a commitment (in the form of performance surety or a let contract) for the construction of three eastbound through-approach lanes and a right-turn lane (as specified in Regional Condition 39R) on SR 80 (Southern Boulevard) at Forest Hill/Crestwood Boulevard is obtained by FDOT or Palm Beach County at some time prior to the commencement of the intersection improvement identified in Regional Conditions 39R, 40 and 41, then modifications to the south approach will not be required. (CONDITION SATISFIED)

(RC)42. No building permits shall be issued for more than 2,120,000 square feet GLA of retail until either:

- a. Contracts have been let for the following roadway improvement; or
- b. A local government development agreement consistent with Sections 163.3220 through 163.3243, Florida Statutes, has been executed and attached as an exhibit to the adopted DO. Performance security, if applicable, shall be provided to the satisfaction of Palm Beach County and/or FDOT that sufficient funds will be available to complete the following roadway improvement:
  - 1. Six lane of Southern Boulevard (SR 80) from Royal Palm Beach Boulevard to SR 7. (CONDITION SATISFIED, INCLUDED IN FDOT 3-YEAR PLAN)

(RC)43. No certificates of occupancy shall be issued for more than 2,120,000 square feet GLA of retail until the following roadway improvement is under construction:

- a. Six lane of Southern Boulevard (SR 80) from Royal Palm Beach Boulevard to SR 7. (CONDITION SATISFIED, INCLUDED IN FDOT 3-YEAR PLAN)

(RC)44. No building permits shall be issued for more than 1,725,000 square feet GLA of retail or after December 31, 2004, whichever occurs first, until contracts have been let for the following roadway improvement:

- a. Lake Worth Road and Jog Road



1 1. West Approach - Right-turn lane.

2  
3 The above configuration shall be permitted and constructed in accordance with  
4 county and state criteria. (CONDITION SATISFIED)  
5

6 (RC)45. Surety shall be provided to Palm Beach County by December 31, 2000,  
7 sufficient to construct the following roadway improvement:  
8

9 a. Lake Worth Road and Jog Road

10  
11 1. West Approach - Right-turn lane. (CONDITION SATISFIED)  
12

13 (RC)46A. Beginning the first peak season after a Certificate of Occupancy has been  
14 issued, the developer may undertake an Annual Monitoring Program at the  
15 intersection of Lake Worth Road and Jog Road and the intersection of Forest  
16 Hill Boulevard and North Wellington Trace. This annual monitoring program  
17 may be implemented in lieu of Condition 44 above and Condition 47 below.  
18 The program shall be conducted during the months of January through March  
19 on an annual basis. It shall be submitted as part of the DRI Annual Report and  
20 shall be discontinued at buildout. The following analyses shall be performed:  
21

22 a. Perform PM peak-hour, turning-movement counts for 120 minutes to  
23 capture the maximum 60 minutes peak period. The counts shall be  
24 performed in 15 minutes increments. The peak 120 minutes shall be  
25 determined from 24 hours of traffic volume counts at the intersection  
26 roadways.  
27

28 b. Perform an analysis to determine the existing level of service at the  
29 intersection in accordance with the FDOT methodology.  
30

31 c. Forecast traffic demand using background traffic as well as projected  
32 development within the Wellington Green DRI for one year.  
33

34 d. Perform an analysis to determine the future level of service at the  
35 intersection according to FDOT methodology.  
36

37 e. If the intersection analysis shows the level of service exceeds or is  
38 projected to exceed the LOS D, identify intersection improvements  
39 necessary to maintain LOS D. (CONDITION SATISFIED –  
40 IMPROVEMENT CONSTRUCTED)  
41

42 (RC)46B. No further building permits shall be issued if the intersection improvements  
43 identified in the Annual Monitoring Program are not let for construction within  
44 one year of the date of the DRI Annual Report. The Village Engineer shall  
45 have the responsibility of informing the Village of Wellington Building Official to  
46 stop issuing permits. (ONGOING: ENG)

- 1  
2 (RC)47. No building permits shall be issued for more than 1,720,000 square feet GLA  
3 of retail or after December 31, 2004, whichever occurs first, until contracts  
4 have been let for the following intersection improvement:  
5  
6 a. Forest Hill Boulevard and North Wellington Trace  
7  
8 1. South Approach - Second left-turn lane. This improvement shall be  
9 permitted and constructed in accordance with County criteria.  
10 (CONDITION SATISFIED-CRALLS DESIGNATION)  
11  
12 (RC)48. Surety shall be provided to Palm Beach County by December 31, 2000,  
13 sufficient to construct the following roadway improvement:  
14  
15 a. Forest Hill Boulevard and North Wellington Trace  
16  
17 1. South Approach - Second left-turn lane. (CONDITION SATISFIED-  
18 CRALLS DESIGNATION)  
19  
20 (RC)49. No more than one signalized intersection and one full median opening  
21 designed in accordance with FDOT standards shall be allowed along SR 7 to  
22 provide access to the Forest Hill/SR 7 DRI, unless otherwise approved by the  
23 FDOT and Village of Wellington. (DRC: ENG)  
24  
25 (RC)50. No more than two signalized and three full median openings designed in  
26 accordance with Palm Beach County standards shall be allowed along Forest  
27 Hill Boulevard to provide access to the Forest Hill/SR 7 DRI, unless otherwise  
28 approved by Palm Beach County and the Village of Wellington. (DRC: ENG)  
29  
30 (RC)51. No certificates of occupancy shall be issued until construction has been  
31 completed for the following improvements:  
32  
33 a. Forest Hill Boulevard and Western Project Driveway  
34  
35 1. South Approach - Right-turn lane, one through lane and one left-turn  
36 lane.  
37 2. West Approach - Right-turn lane.  
38 3. East Approach - Left-turn lane.  
39  
40 b. Forest Hill Boulevard and Center Project Driveway  
41  
42 1. South Approach - Right-turn lane and dual left-turn lanes.  
43 2. West Approach - Right-turn lane.  
44 3. East Approach - Dual left-turn lane.  
45 4. Installation of a traffic signal.  
46

c. Forest Hill Boulevard and Eastern Project Driveway

1. South Approach - Right-turn lane, through lane, and dual left-turn lanes.
2. West Approach - Right-turn lane.
3. East Approach - Dual left-turn lane.
4. Installation of a traffic signal.

d. SR 7 and Northern Project Driveway

1. South Approach - Left-turn lane.
2. North Approach - Right-turn lane.
3. West Approach - Right-turn lane.

e. SR 7 and Center Project Driveway\*

1. South Approach - Dual left-turn lanes
2. North Approach - Right-turn lane
3. West Approach - Right-turn lane and dual left-turn lanes.
4. Installation of a traffic signal.

\*Concurrent with the first plat, the property shall grant a construction easement to the Village of Wellington to permit an increase in the width of the driveway for up to three additional lanes (33 feet), if these lanes are determined to be needed by the County Engineer. Construction is to be completed by others. (CONDITION SATISFIED)

f. SR 7 and Southern Project Driveway

1. North Approach - Right-turn lane.
2. West Approach - Right-turn lane.
3. South Approach - Left-turn lane.

All above configuration shall be permitted and constructed in accordance with county and state criteria. (CONDITION SATISFIED)

(RC)52. Commencing in August 26, 1997, and continuing every year thereafter, the developer shall submit an Annual Status Report indicating the status (schedule) of guaranteed improvements. This Annual Status Report shall be submitted to the Village of Wellington, Palm Beach County, FDOT, TCRPC, and DCA as part of the DRI Annual Report. It shall list all roadway improvements needed to be constructed. It shall also include the guaranteed date of completion for the construction of each needed improvement and the party responsible for the guaranteed construction of each improvement. The form of the binding commitment that guarantees construction of each improvement must also be noted. (DATE: MONITORING)

- 1  
2 (RC)53. No further building permits shall be issued at the time the Annual Status  
3 Report reveals that any needed transportation improvement included in the DO  
4 is no longer scheduled or guaranteed, or has been delayed in schedule such  
5 that it is not guaranteed to be in place and operational or under actual  
6 construction for the entire improvement consistent with the timing criteria  
7 established in this DO. The Village Engineer shall have the responsibility of  
8 informing the Village of Wellington Building Official to stop issuing permits.  
9 (ONGOING: ENG)
- 10  
11 (RC)54. In the event the project is not completed by January 1, 2005, no additional  
12 building permits shall be issued until contracts have been let for the following  
13 roadway improvement:  
14  
15 a. Six-lane construction of Forest Hill Boulevard from Pinehurst Drive to SR 7.  
16 (CONDITION SATISFIED - MINTO)
- 17  
18 (RC)55. In the event the project is not completed by January 1, 2005, surety shall be  
19 provided to Palm Beach County for the following roadway improvement:  
20  
21 a. Six-lane construction of Forest Hill Boulevard from Pinehurst Drive to SR 7.  
22 (CONDITION SATISFIED - MINTO)
- 23  
24 (RC)56. In the event the project is not completed by January 1, 2006, no additional  
25 building permits shall be issued until contracts have been let for the following  
26 roadway improvement:  
27  
28 a. Four-lane construction of Lake Worth Road from 120th Avenue to SR 7.  
29 (CONDITION SATISFIED – IMPROVEMENT COMPLETED)
- 30  
31 (RC)57. In the event the project is not completed by January 1, 2006, surety shall be  
32 provided to Palm Beach County for the following roadway improvement:  
33  
34 a. Four-lane construction of Lake Worth Road from 120th Avenue to SR 7.  
35 (CONDITION SATISFIED – IMPROVEMENT COMPLETED)
- 36  
37 (RC)58. In the event the project is not completed by January 1, 2008, no additional  
38 building permits shall be issued until contracts have been let for the following  
39 roadway improvement:  
40  
41 a. Six lane of Forest Hill Boulevard from South Wellington Trace to South  
42 Shore Boulevard. The applicant may elect to submit a traffic impact  
43 analysis approved by the County Engineer which demonstrates that an  
44 alternative to this requirement will provide an acceptable level of service for  
45 Forest Hill Boulevard. The County Engineer, at his/her option, may waive  
46 the construction of Forest Hill Boulevard and require alternative

1 construction. (CONDITION SATISFIED – CRALLS)

2  
3 (RC)59. In the event the project is not completed by January 1, 2008, surety shall be  
4 provided to Palm Beach County for the following roadway improvement:

- 5  
6 a. Six lane of Forest Hill Boulevard from South Wellington Trace to South  
7 Shore Boulevard or some other alternative which relieves the need to  
8 expand Forest Hill Boulevard to six lanes which shall be reviewed by the  
9 County prior to commencement of construction of the improvement.  
10 (CONDITION SATISFIED – CRALLS)

11  
12 (RC)60. In the event the completion of Phase 1 (1,640,000 GLA square feet of retail) of  
13 the Project does not occur by December 31, 1999, or the completion of Phase  
14 2 (2,130,000 GLA square feet of retail) of the Project does not occur by  
15 December 31, 2004, the developer shall thereafter be required to provide the  
16 County Engineer with satisfactory evidence that the roadway links and  
17 intersection improvements listed on Exhibit "E" of the Public Facilities  
18 Agreement (the Additional Roads), applicable to the particular Phase and the  
19 anticipated delay in completion of the Phase, are Assured Construction. If  
20 Performance Security must be provided by the developer in order for an  
21 Additional Road to be Assured Construction, then the developer shall provide  
22 the needed Performance Security for the applicable roadway link or  
23 intersection improvement on or before the deadline identified therefore in  
24 Exhibit "E" of the Public Facilities Agreement. In the alternative, the Developer  
25 may elect to provide the County with a new Traffic Impact Study showing that  
26 Phase 1 (1,640,000 GLA square feet of retail) or Phase 2 (2,130,000 square  
27 feet of retail) of the Project, as applicable, complies with the Traffic  
28 Performance Standards in effect as of the date of such updated study without  
29 the construction of the Additional Roads identified for such Phase. Based  
30 upon the Traffic Impact Study, if the County Engineer finds that (i) Phase 1  
31 (1,640,000 GLA square feet of retail) of the Project will satisfy the  
32 requirements of TPS after December 31, 1999, or (ii) Phase 2 (2,100,000 GLA  
33 square feet of retail) of the Project will satisfy the requirements of TPS after  
34 December 31, 2004, as applicable, without the construction of some or all of  
35 the Additional Roads identified for such Phase in Exhibit "E" of the Public  
36 Facilities Agreement, then the development of such Phase shall thereafter be  
37 tied to an amended phasing schedule for construction of any required roadway  
38 improvements disclosed in the new Traffic Impact Study, as approved by the  
39 County Engineer. The developer recognizes that the construction of the  
40 Additional Roads for Phase 1 (1,640,000 GLA square feet of retail) or Phase 2  
41 (2,130,000 GLA square feet of retail), as applicable, may be required if final  
42 certificate(s) of occupancy for development that will generate 80% or more of  
43 the net external traffic trips approved for such phase of the Project has not  
44 been received by December 31, 1999, for Phase 1 (1,640,000 GLA square  
45 feet of retail) or by December 31, 2004, for Phase 2 (2,130,000 GLA square  
46 feet of retail). Further, the developer recognizes that the construction of the

required Additional Road(s) for a particular Phase will have to be commenced before any further certificate(s) of occupancy or building permits will thereafter be issued for either Phase 1 (1,640,000 GLA square feet of retail) or Phase 2 (2,130,000 GLA square feet of retail), as applicable. (DATE: MONITORING - ENG)

(RC)61. Surety, for the purposes contained herein, shall be based on 110% of the certified cost estimate provided by the developer's engineer and approved by the County Engineer. (ONGOING – ENG)

(RC)D. HUMAN RESOURCE IMPACTS

(RC)62. If any archaeological artifacts are discovered during the development of the site, work in that area will cease. The Village of Wellington and the Division of Historic Resources in the Florida Department of State shall be immediately notified of any finds. Proper protection shall be provided to the satisfaction of the Division. (ONGOING: PLANNING)

(RC)63. Prior to August 26, 2000, or upon recordation of the first plat for the property, whichever should first occur, a site acceptable to Palm Beach County Fire and Rescue shall be conveyed to Palm Beach County in accordance with their physical and locational requirements. (CONDITION SATISFIED)

(RC)64. Prior to the issuance of the first building permit, the developer shall provide the Zoning Division with written confirmation that adequate public services are available for the entire development. These services shall include law enforcement and fire/emergency medical services adequate to cover any needs generated by the development. (CONDITION SATISFIED)

(RC)65. The developer shall dedicate the 10.0-acre public park, as described in the ADA, to the ACME Improvement District or Village of Wellington, as appropriate. This dedication shall occur prior to August 26, 2000, or upon recordation of the first plat for the property. This dedication shall occur in a manner consistent with the requirements of Local Conditions T.1-3; however, the infrastructure noted in Conditions T.1-3 may be put in place after the dedication of the land occurs in accordance with the development of the PUD or of the park site by the Village of Wellington. In the event that the Village is prepared to develop the park prior to the construction of the noted infrastructure, those facilities will be financed and constructed in a manner agreed upon by the developer and the Village of Wellington. The Village of Wellington will remove the 10-acre park from the DRI boundaries for purposes of determining the appropriate facilities to be constructed on the park and will address impacts of those facilities separate and apart from the remainder of the Wellington Green DRI. (CONDITION SATISFIED)

(RC)E. VILLAGE OF WELLINGTON

(RC)66. The County acknowledges that the petitioner is executing an agreement with the Village of Wellington addressing certain contributions and commitments to be made by the petitioner. This agreement, or its components, are not to be considered as conditions of approval and are not enforceable by the County. (CONDITION SATISFIED)

(RC)F. LAND USE CONVERSIONS

(RC)1. The conversion of up to 50% of any approved land use to another approved land use is permitted without additional Regional review. Land use conversions shall be based on PM peak hour trips and shall not exceed the total 4,296 PM peak hour trips allocated for the project in accordance with the following table of land use equivalencies. The use of this trade-off mechanism in any given year will be reported in the Annual Report required by Regional Condition A.7.

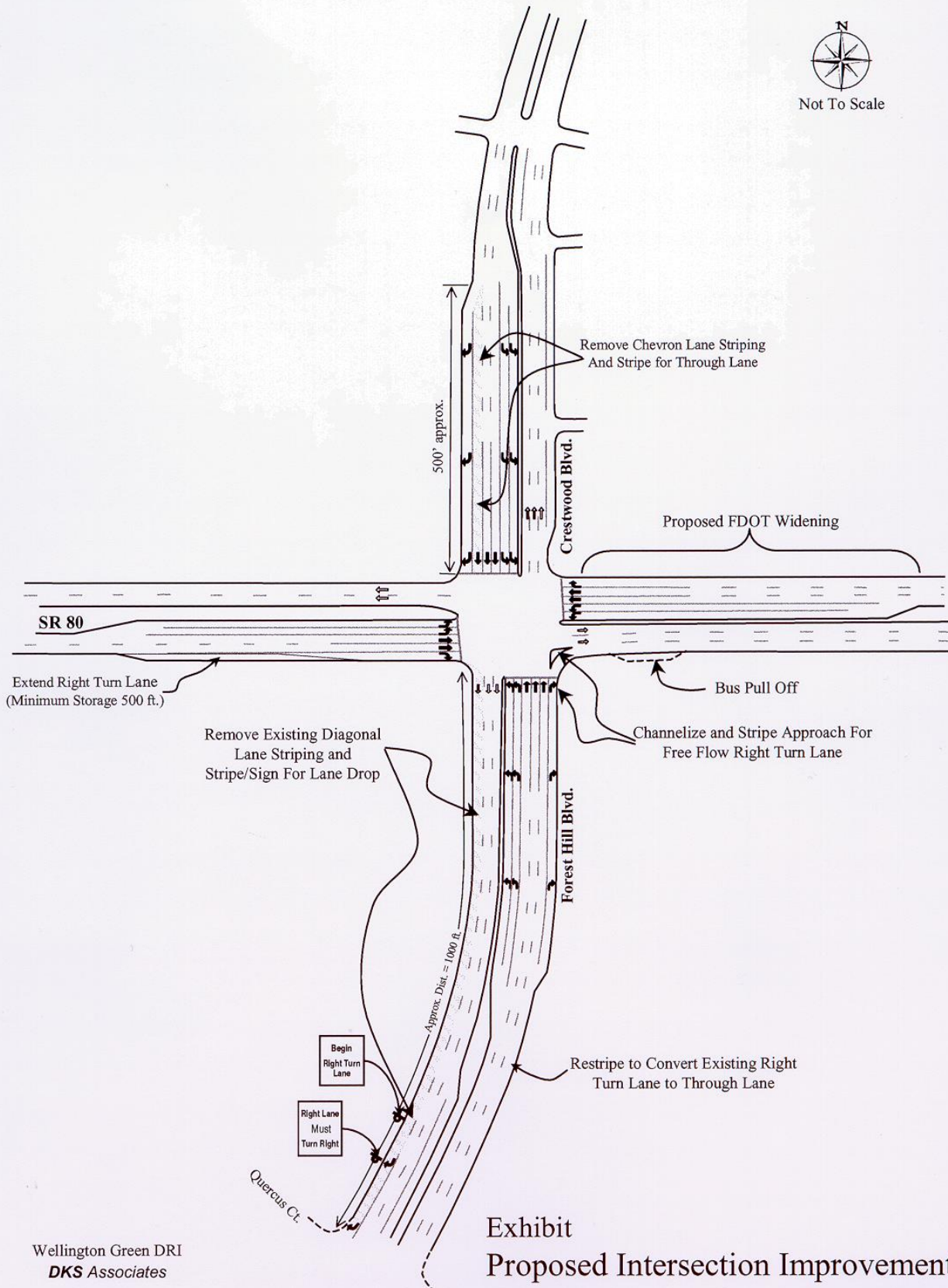
PHASE I CONVERSION FACTORS BASED ON GREATEST RELATIVE IMPACT

| To (b)                  | SF Residential Unit | MF Residential Unit | ACLF Unit | 1000 SF Retail | 1000 SF Office | Hotel Room | Park Acres | Medical Office |
|-------------------------|---------------------|---------------------|-----------|----------------|----------------|------------|------------|----------------|
| From (a)                |                     |                     |           |                |                |            |            |                |
| 1 SF Residential Unit   | 1.00                | 1.20                | 1.20      | 0.28           | 0.24           | 1.30       | 0.90       | 0.25           |
| 1 MF Residential Unit   | 0.26                | 1.00                | 1.00      | 0.07           | 0.10           | 0.78       | 0.32       | 0.10           |
| 1 ACLF Unit             | 0.18                | 0.29                | 1.00      | 0.06           | 0.04           | 0.23       | 0.16       | 0.04           |
| 1000 SF Retail          | 0.33                | 0.40                | 0.40      | 1.00           | 0.50           | 0.67       | 1.00       | 0.50           |
| 1000 SF Office          | 0.67                | 0.80                | 0.80      | 0.77           | 1.00           | 1.33       | 2.00       | 1.07           |
| 1 Hotel Room            | 0.30                | 0.60                | 0.60      | 0.09           | 0.07           | 1.00       | 0.36       | 0.07           |
| 1 Acre Park             | 0.33                | 0.40                | 0.40      | 0.24           | 0.26           | 0.67       | 1.00       | 0.28           |
| 1,000 SF Medical Office | 0.67                | 0.80                | 0.80      | 0.77           | 0.94           | 1.33       | 2.00       | 1.00           |

## PHASE 2 CONVERSION FACTORS BASED ON GREATEST RELATIVE IMPACT

| To (b)                  | SF Residential Unit | MF Residential Unit | ACLF Unit | 1000 SF Retail | 1000 SF Office | Hotel Room | Park Acres | Medical Office |
|-------------------------|---------------------|---------------------|-----------|----------------|----------------|------------|------------|----------------|
| From (a)                |                     |                     |           |                |                |            |            |                |
| 1 SF Residential Unit   | 1.00                | 1.20                | 1.20      | 0.28           | 0.23           | 1.27       | 0.88       | 0.25           |
| 1 MF Residential Unit   | 0.26                | 1.00                | 1.00      | 0.07           | 0.10           | 0.76       | 0.32       | 0.10           |
| 1 ACLF Unit             | 0.18                | 0.29                | 1.00      | 0.07           | 0.04           | 0.22       | 0.16       | 0.04           |
| 1000 SF Retail          | 0.33                | 0.40                | 0.40      | 1.00           | 0.50           | 0.67       | 1.00       | 0.50           |
| 1000 SF Office          | 0.67                | 0.80                | 0.80      | 0.77           | 1.00           | 1.33       | 2.00       | 1.06           |
| 1 Hotel Room            | 0.30                | 0.60                | 0.60      | 0.09           | 0.07           | 1.00       | 0.36       | 0.07           |
| 1 Acre Park             | 0.83                | 0.40                | 0.40      | 0.24           | 0.26           | 0.67       | 1.00       | 0.28           |
| 1,000 SF Medical Office | 0.67                | 0.80                | 0.80      | 0.77           | 0.94           | 1.33       | 2.00       | 1.00           |





Wellington Green DRI  
DKS Associates

## Exhibit Proposed Intersection Improvement

1           **SECTION 4: LOCAL CONDITIONS.**

2  
3       NOTE: Conditions which are not MUPD or PUD specific shall apply to the entire site.

4  
5       (LC)A.           BUILDING AND SITE DESIGN

6  
7           (LC)1.       All previous conditions of approval applicable to the subject property, as  
8                       contained in Resolutions R-98-1788, R-99-2286, Petition DOA96-040(A),  
9                       Village Resolutions No's R2000-107, R2000-143, R2001-112, R2002-30,  
10                      R2004-04, R2005-124, R2005-125, R2005-126, R2008-03, R2008-70,  
11                      R2011-41 and 2015-31 have been consolidated as contained herein. The  
12                      petitioner shall comply with all previous conditions of approval and  
13                      deadlines previously established by Section 5.8 of the ULDC and the  
14                      Village of Wellington Council, unless expressly modified herein.  
15                      (ONGOING: MONITORING - Zoning)

16  
17          (LC)2.       Development of the site shall be limited to the uses, access, acreage, and  
18                       site design approved on the Wellington Green Master Plan (Exhibit 1). The  
19                       final master plan and sign plan consistent with any Council approved  
20                       changes and conditions of approval imposed by Council shall be submitted  
21                       to the DRC for final processing. Day care centers shall not be permitted in  
22                       MUPD D, and retail or restaurants in MUPD D shall not be open during the  
23                       morning peak hours. All modifications must be approved by the Village  
24                       Council unless the proposed changes are required to meet conditions of  
25                       approval or are allowed by the Village's Land Development Regulations at  
26                       the time the modification is requested. (ONGOING: ZONING)

27  
28          (LC)3.       The subject property shall be limited to a maximum of seven MUPDs and  
29                       one PUD. (DRC: ZONING)

30  
31          (LC)4.       Prior to recordation of the first plat, the property owner shall record in the  
32                       public record a covenant requiring architectural consistency between all  
33                       buildings, project identification, and signs in MUPDs A-G. The covenant  
34                       shall be recorded in a form and manner acceptable to the County Attorney.

35  
36                       The covenant shall require the use of prevalent Mediterranean and/or  
37                       Italian Renaissance architecture, including, but not limited to, such primary  
38                       architectural elements as pastel-colored stucco, masonry, stone, brick,  
39                       classical features (columns, arches, medallions, bull's eye windows,  
40                       wrought iron, decorative tile, etc.), earth-tone-colored tile roof accents, and  
41                       towers. Natural and sky lighting shall be encouraged. Architectural  
42                       consistency shall be provided around all sides of all structures. Alternative  
43                       architecture designs and elements for building elevations may be approved  
44                       by the Village of Wellington Architectural Review Board. (CONDITION  
45                       SATISFIED) (ONGOING: ZONING-ARB)

(LC)5. The maximum gross acreage and minimum/maximum gross square feet of floor area for MUPDs A-G and PUD A - C shall be limited as follows:

| MUPD                                                                 | ACREAGE | MINIMUM SF | MAXIMUM SF |
|----------------------------------------------------------------------|---------|------------|------------|
| A                                                                    | 8.67    | 62,546     | 103,546    |
| B                                                                    | 29.78*  | 87,000     | 163,000    |
| C                                                                    | 23.92   | 87,000     | 163,000    |
| D                                                                    | 22.13   | 80,000     | 148,000    |
| E                                                                    | 10.30   | 41,000     | 75,000     |
| F                                                                    | 35.74*  | 98,000     | 221,082    |
| G                                                                    | 110.96  | 1,310,000  | 1,432,000  |
| PUD                                                                  |         |            |            |
| Pod A                                                                | 48.45   |            |            |
| Pod B                                                                | 26.00   |            |            |
| Pod C                                                                | 17.75   |            |            |
| Total for MUPD A-G Not to Exceed Leasable Square Footage = 2,159,082 |         |            |            |
| Total Not To Exceed PM Peak Hour Trips = 4,296                       |         |            |            |

\*Includes 2.0-acre civic parcel. (DRC: ZONING)

(LC)6. Total combined gross floor area for MUPDs A-G shall not exceed 2,159,082 square feet. This figure includes one of the 125-room hotels allowed by Condition I.1. If a 120,000 square foot movie theater is constructed, however, the combined leasable gross floor area for MUPDs A-G will be 2,159,082 square feet. (DRC: ZONING)

(LC)7. A combined minimum of 22,500 gross square feet of office use shall be provided in MUPDs A-F. Uses considered office shall be devoted exclusively to business, medical, or professional services. Offices accessory to other principal uses shall not satisfy this requirement. (DRC: ZONING)

(LC)8. The maximum gross acreage, maximum gross leasable area, and maximum square feet of gross floor area for MUPD G (regional mall) shall be limited as follows: (DRC: ZONING)

| MUPD | ACREAGE +/- | LEASABLE SF | GROSS SF  |
|------|-------------|-------------|-----------|
| G    | 110.96      | 1,431,667   | 1,762,667 |

(LC)9. All areas or receptacles for the storage and disposal of trash, garbage, recyclable material, or vegetation, such as dumpsters and trash

compactors, shall be screened from view and confined to the areas designated on the certified site plan. (DRC/ONGOING: ZONING/CODE ENF)

(LC)10. All roof-mounted air conditioning and mechanical equipment shall be screened from view on all sides in a manner consistent with the color, character, and architectural style of the principal structure. (CO: BLDG)

(LC)11. All other air conditioning and mechanical equipment shall be screened from view on all sides by a visually opaque barrier consistent with the color, character, and architectural style of the principal structure or equivalent landscape material. (CO: BLDG - ZONING)

(LC)12. Exterior materials and building surfaces visible to the public shall be high-quality materials and finishes, which exclude smooth-faced concrete block, tilt-up concrete panels, or prefabricated steel panels with architectural features. Exposed neon light tubes on the exterior of buildings shall be prohibited. (ONGOING: BLDG - ZONING)

(LC)13. Buildings in MUPDs A-F shall not exceed 35 feet in height, including mechanical equipment, measured from finished grade to the highest point, excluding unoccupied architectural features. The petitioner may seek relief from this height requirement to exclude air conditioning and mechanical equipment from this height requirement. The ~~one~~ two (2) permitted hotels, and the buildings in the PUD and MUPD G<sub>1</sub> shall not exceed 72 feet in height. (ONGOING: BLDG/ZONING)

(LC)14. All uses shall be as authorized under the property's respective Multiple Use Planned Development (MUPD) / Planned Unit Development (PUD) zoning designations and Community Commercial land use designation as designated in Wellington's LDR Use Regulations Table 6.8-2.; except that within MUPDs A-F no Big Box Warehouse Retail, "freestanding" fast-food restaurants, auto sales, or convenience stores, with or without gas sales, shall be permitted. For purposes of this development order, Big Box Warehouse Retail shall be defined as a single user, single-story building greater than 75,000 square feet in total floor area. Please note that non-freestanding fast-food restaurants are permitted within MUPD B. (ONGOING: ZONING)

(LC)15. There shall be no uninterrupted length of any facade in excess of 100 feet in any building located in MUPDs A-D. Facades greater than 100 feet in length must incorporate recesses and projections along the length of the facade to create horizontal relief in the facade. Such features as, but not limited to, windows, awnings, and arcades must be incorporated along the facade length facing any public street or entrance drive connecting to any public street to create a pedestrian scale and a clear and identifiable entrance. (BLDG PERMIT: BLDG/ZONING)

1 (LC)16. In MUPDs A-D, roofs must have at least two of the following features:  
2 parapets concealing flat roofs and equipment, overhanging eaves, sloped  
3 roofs, and/or three or more roof surfaces. Alternative architectural features  
4 may be permitted that meet or exceed the intent of this local condition as  
5 determined by the Village of Wellington Architectural Review Board.  
6 (BLDG PERMIT: BLDG/ZONING)  
7

8 (LC)17. In MUPDs A-D, all customer entrances shall be highly visible with features  
9 such as but not limited to canopies, porticos, arches, or arcades.  
10 (DRC/BLDG PERMIT: ZONING/BLDG)  
11

12 (LC)B. CONVENIENCE STORE WITH GAS SALES/AUTO SERVICE  
13 STATION/CAR WASH & AUTO DETAILING  
14

15 (LC)1. A maximum of one convenience store with gas sales, auto service station,  
16 car wash & auto detailing facility, or combination, limited to a maximum of  
17 5,000 square feet of gross floor area, shall be permitted in MUPD F only.  
18 The square footage of the convenience store will be limited as per the  
19 ULDC. The remaining square footage will be utilized for a car wash and/or  
20 other appropriate ancillary uses. (DRC: ZONING)  
21

22 (LC)2. Automated car-wash facilities shall utilize a 100% water-recycling system.  
23 (BLDG PERMIT: BLDG)  
24

25 (LC)3. Outdoor repair shall not be permitted. Vehicle/trailer rental shall not be  
26 permitted. (ONGOING: CODE ENF)  
27

28 (LC)4. Outdoor storage or display of disassembled vehicles, parts, inventory, or  
29 merchandise shall not be permitted. (ONGOING: CODE ENF)  
30

31 (LC)5. Prior to site plan certification, the site plan shall be amended to indicate  
32 facilities for the provision of air and water for minor vehicle maintenance.  
33 Air and water for minor vehicle maintenance shall be provided to the public  
34 at no charge. (DRC / ONGOING: ZONING / CODE ENF)  
35

36 (LC)C. CROSS ACCESS  
37

38 (LC)1. At the time of recordation of the boundary plat for MUPD F, or when  
39 required by the Village Engineer, whichever shall first occur, the petitioner  
40 shall record in the public record their portion of the cross access easement  
41 to the property to the south in a manner and form approved by the Village  
42 Attorney and in a location approved by the Director of Engineering  
43 Services. The location of the easement shall be indicated on the boundary  
44 plat for MUPD F, site plan for MUPD F and PDP prior to recordation. This  
45 requirement shall become null and void if the land directly south of the  
46 cross access point becomes Industrial land use in a Comprehensive Plan  
47 or development on the land directly south of the cross access point  
48 generates more traffic than the cross access intersection can

accommodate, as determined by the Village Engineer. This requirement may be deleted by the Village of Wellington subject to an amendment to the Development Order in accordance with the LDR and Florida Statutes. (DRC: ZONING - CO ATT / ENG)

(LC)2. The property owner to the south shall be required to reimburse this petitioner for a share of the cost of construction of the private road providing access to the property to the south. The property owner to the south also shall be required to enter into an agreement to reimburse this petitioner for a share of the cost of on-going maintenance obligations of the private road providing access to the property to the south. The share of the cost of construction and the share of the cost on-going maintenance shall be determined by the Director Engineering Services. The amount of reimbursement for the cost of construction of the private road shall be determined and paid prior to granting of the cross access agreement by the petitioner. The amount of reimbursement and the method of payment for such reimbursement for on-going maintenance obligations shall be determined prior to granting of the cross access agreement by the petitioner. (ONGOING: ENG)

(LC)3. The petitioner shall relocate the existing cross access easement for vehicular/pedestrian access east of the current location to line up with to the adjacent southern commercial project as determined by the Director of Engineering Services.

(LC)4. The relocated easement(s) shall be recorded within one year of this Development Order and Master Plan Amendment approval.

(LC)5. The commercial property owner to the south which is allowed access to MUPD F by creation of the easement(s) shall be responsible for the costs of installation and maintenance of all improvements that provide the internal connection(s) with MUPD F. (DRC: ENG)

(LC)6. The commercial property owner to the south responsible for installation of the improvements shall also be responsible to restore all landscaping, pavement, curbing, etc., within the affected portion(s) of MUPD F in a manner acceptable to the Director of Engineering Services. (DRC: ENG)

(LC)D. DAY CARE

(LC)1. A maximum of three general day care centers shall be permitted, limited to a combined total of 40,000 gross square feet of floor area and 600 children. The day care centers shall be permitted in MUPDs A, B, C, or F only. (DRC: ZONING)

(LC)E. ENGINEERING

(LC)1. Many of the following Engineering conditions and Regional Transportation conditions in the DRI DO indicate that certain roadway improvements will

be required when the project is to be issued building permits for certain amounts of retail space. The project consists of retail uses as well as residential, office, and hotel uses. The roadway improvements are required when the project will generate certain amounts of external traffic. For monitoring purposes, the external traffic has been converted to square feet of gross leasable area of retail space. Additionally, the mall contains building area which is not included in the gross leasable floor area.

The developer, therefore, shall submit a trip generation analysis prior to requesting site-plan approval for any other use than retail, showing an equivalent amount of gross leasable retail space based on external traffic. The trip generation analysis shall be based on the Phase 1 and Phase 2 trip-generation rates utilized in the DRI traffic analysis, Tables 21-C-5 and 21-C-6 of the ADA, dated 12/4/95. The trip-generation analysis shall be approved by the Village Engineer prior to site-plan certification by the DRC. (DRC: ENG)

(LC)2. A public facilities agreement, dated August 26, 1996, and amended April 15, 1997, and December 7, 1999, and June 4, 2002, and December 21, 2004 has been entered into by Palm Beach County and the developer. When the conditions conflict between the development order and the public facilities agreement, the more restrictive condition shall control. (ONGOING: ENG)

(LC)3. a. No building permits shall be issued until contracts have been let for the following roadway improvements unless the County, upon the effective date of the 99-2 Comprehensive Plan Amendments, declares the following roadways, or segments thereof, to be constrained facilities and the traffic anticipated to be generated by the project is accommodated within the level of service standards authorized in the CRALLS designation, whichever shall first occur:

1. Four lane of SR 7 from Okeechobee Boulevard to Boynton Beach Boulevard.
2. Southern Boulevard (SR 80) and Big Blue Trace.
3. East Approach - Second left-turn lane.
4. South Approach – right-turn lane, separate left-turn lane, and receiving lanes. (CONDITION SATISFIED – CRALLS, CONSTRUCTION NOW COMPLETED)

b. No building permits shall be issued until a contribution to FDOT in a minimum amount of \$100,000 is provided for the improvement of SR 7 from Lake Worth Road to Boynton Beach Boulevard. The developer shall receive impact fee credit for \$100,000 of this contribution. (CONDITION SATISFIED)

(LC)4. Surety shall be provided to Palm Beach County prior to February 24, 1997, sufficient to construct the following roadway improvements:

- 1 a. Southern Boulevard (SR 80) and Big Blue Trace
- 2
- 3 1. East Approach - Second left-turn lane. (CONDITION SATISFIED)
- 4
- 5 (LC)5. No building permits shall be issued for more than 1,740,000 square feet
- 6 GLA of retail or after June 1, 2003, whichever shall first occur, until
- 7 contracts have been let for the following roadway improvement:
- 8
- 9 a. At SR 80 (Southern Boulevard) and Forest Hill/Crestwood Boulevard,
- 10 restriping of the north approach and south exit to create a third
- 11 southbound through lane. (BLDG PERMIT/DATE: MONITORING –
- 12 ENG)
- 13
- 14 (LC)6. No building permits shall be issued for more than 1,195,000 square feet
- 15 GLA of retail until contracts have been let for the following roadway
- 16 improvement:
- 17
- 18 a. Southern Boulevard (SR 80) and Forest Hill Boulevard
- 19
- 20 1. South Approach - Second left-turn lane, and second and third
- 21 through lanes.
- 22 2. North Approach - Second left-turn lane, second and third through
- 23 lanes, and right-turn lane.
- 24 2. West Approach - Second left-turn lane. (CONDITION SATISFIED
- 25 – IMPROVEMENT COMPLETED)
- 26
- 27 (LC)7. No building permits shall be issued for more than 1,800,000 square feet
- 28 GLA of retail until contracts have been let for the following roadway
- 29 improvement:
- 30
- 31 3. Four lane Lantana Road from Lyons Road to Hagen Ranch.
- 32 (CONDITION SATISFIED – IMPROVEMENT COMPLETED)
- 33
- 34 (LC)8. No building permits shall be issued for more than 1,890,000 square feet
- 35 GLA of retail until contracts have been let for the following roadway
- 36 improvement:
- 37
- 38 a. Southern Boulevard (SR 80) and Jog Road
- 39
- 40 1. All Approaches - Second left-turn lanes. (CONDITION SATISFIED
- 41 – BY PAYMENT PER CONDITION E.22)
- 42
- 43 (LC)9. Surety shall be provided to Palm Beach County prior to December 31,
- 44 2000, for the following roadway improvement:
- 45
- 46 a. Southern Boulevard (SR 80) and Jog Road
- 47
- 48 1. All Approaches - Second left-turn lanes. (CONDITION



SATISFIED–BY PAYMENT PER CONDITION E.22)

- (LC)10. No building permits shall be issued for more than 1,905,000 square feet GLA of retail until contracts have been let for the following roadway improvement:
- a. Extend two-lane Lake Worth Road from South Shore Boulevard to the existing pavement west of SR 7, or an acceptable alternative roadway adopted by the Palm Beach County Board of County Commissioners. (CONDITION SATISFIED–IMPROVEMENT COMPLETED)
- (LC)11. No building permits shall be issued after January 1, 2008, until contracts have been let for the following roadway improvements:
- a. Forest Hill Boulevard and Wellington Trace (South)
1. North and South Approaches - Third through lanes matching six-lane cross section on Forest Hill Boulevard at South Shore Boulevard.
- b. Forest Hill Boulevard and Wellington Trace (North)
1. West Approach - Second left-turn lane. (CONDITION SATISFIED – CRALLS)
- (LC)12. Surety shall be provided to Palm Beach County prior to January 1, 2008, for the following roadway improvements:
- a. Forest Hill Boulevard and Wellington Trace (South)
1. North and South Approaches - Third through lanes matching six-lane cross section on Forest Hill Boulevard at South Shore Boulevard.
- b. Forest Hill Boulevard and Wellington Trace (North)
1. West Approach - Second left-turn lane. (CONDITION SATISFIED – CRALLS)
- (LC)13. No building permits shall be issued for more than 1,930,000 square feet GLA of retail until contracts have been let for the following roadway improvement:
- a. Six lane SR 7 from SR 80 to Forest Hill Boulevard. (CONDITION SATISFIED – IMPROVEMENT COMPLETED)
- (LC)14. No building permits shall be issued for more than 1,840,000 square feet GLA of retail until contracts have been let for the following roadway

improvement:

- a. Six lane SR 7 from Forest Hill Boulevard to Lake Worth Road.  
(CONDITION SATISFIED – IMPROVEMENT COMPLETED)

(LC)15. Landscape within Median.

- a. Prior to issuance of the first building permit, the property owner shall apply to the Palm Beach County Engineering and Public Works Department for a permit to landscape all adjacent median(s) of all abutting rights-of-way. When permitted by Palm Beach County Department of Engineering and Public Works, landscaping shall, at a minimum, consist of the "High Cost Planting Concept" outlined in the Palm Beach County Engineering and Public Works Department March 1994 Streetscape Standards and shall be consistent with the landscaping theme adopted for this roadway as mutually agreed upon by the developer and the Village of Wellington.

All landscape material, installation, and maintenance requirements shall be subject to the standards set forth by the Streetscape Standards. If all Xeriscape material is utilized, the watering of the plant material during the initial heal-in period shall be the responsibility of the property owner. Alternative species other than those listed in the County standards may be allowed subject to approval by the County Engineer. (CONDITION SATISFIED)

- b. All required landscaping, including an irrigation system if required, shall be installed at the property owner's expense. All landscape material shall be the perpetual maintenance obligation of the petitioner and its successors, heirs or assignees, or duly established Property Owner's Association and/or Homeowners' Association. Perpetual maintenance includes, but is not limited to, pruning, fertilizing, irrigation, and alternate watering of Xeriscape material during periods of drought in order to maintain healthy plant material. (ONGOING: ENG)

- c. All landscape material shall be installed prior to the issuance of the first Certificate of Occupancy. (CONDITION SATISFIED)

- d. A Declaration of Covenants and Restriction Document shall be established prior to issuance of the first Certificate of Occupancy to reflect this obligation. (CONDITION SATISFIED)

(LC)16. Surety, for the purposes contained herein, shall be based on 110% of the certified cost estimate provided by the developer's engineer and approved by the County Engineer. (ONGOING - ENG)

(LC)17. Notwithstanding conditions requiring surety for traffic improvements, the

Village shall issue building permits and certificates of occupancy, as applicable, for 100% of the interior tenant space within the building GLA for which permits have previously been issued, whenever certificates of occupancy for interior tenant space have already been issued for at least 80% of the building GLA for which permits have previously been issued. (ONGOING: ENG)

(LC)18. In lieu of construction improvements at the intersection of Jog Road and Southern Boulevard (SR 80) and at the intersection of SR 7 and Southern Boulevard, the developer shall satisfy concurrency requirements by prepaying impact fees (as outlined in the January 24, 2002, letter to the County) for the following improvements:

a. For Jog Road and Southern Boulevard intersection.

b. For SR 7 and Southern Boulevard intersection.

These payments will be creditable against the County's impact fees and shall be made prior to December 31, 2002, or prior to the issuance of the next building permit for the project. (BLDG PERMIT: BLDG)

(LC)19. At the time FDOT programs an urban interchange (aka fly-over) at the State Road 7 / Forest Hill Boulevard intersection, the Forest Hill Boulevard ingress/egress at MUPD "D" will be re-evaluated for function and safety, with the possibility of resulting closure. Closure as a result of said urban interchange shall not result in any compensation to the Developer.

(LC)F. ENTERTAINMENT, OUTDOOR

(LC)1. A maximum of 18 gross acres of private outdoor entertainment area, including water bodies and all required parking if part of the outdoor entertainment use, shall receive site plan approval by the Development Review Committee. (DRC: ZONING)

(LC)2. Motorized carts, motorized rides, boats, or other similar outdoor entertainment uses requiring riding motorized equipment or vehicles shall be prohibited. (ONGOING: CODE ENF)

(LC)G. ERM

(LC)1. Prior to December 31, 2000, the petitioner shall implement a wetland mitigation plan for the wetland preserve areas which will address supplementing the wetland preserve areas, as needed, with suitably-sized wetland species to:

a. Eliminate any open areas resulting from the removal of Melaleuca, Brazilian Pepper, or other undesirable, invasive species; or

- b. Ensure compliance with the percent cover and/or canopy closure requirements of the Master Wetland Preservation and Deep Water Habitat Plan required under Regional Development Order Condition 31B.

This condition shall not apply to the 1.1-acre upland hand fern preserve area. (CONDITION SATISFIED)

(LC)H. HEALTH

- (LC)1. Generation and disposal of hazardous effluent into sanitary sewage system shall be prohibited unless adequate pretreatment, approved by the Florida Department of Environmental Protection (FDEP) and the Agency responsible for sewage works, is used by project tenants or owners generating such effluent. (ONGOING: ENG)

(LC)I. HOTEL

- (LC)1. A maximum of ~~one 125-room hotel~~ two (2) hotels, not exceeding a total of 250 rooms, shall be permitted. The two (2) hotels may be permitted in MUPD A, B, C, or F only. Ancillary uses may include, but not be limited to, a restaurant, cocktail lounge, meeting rooms, or conference center open to the public. Total floor area of the ancillary uses shall not exceed 15% of the gross floor area of the hotel. (DRC: ZONING)

- (LC)2. ~~The hotel and ancillary uses shall be constructed in one MUPD only~~ Each hotel and its ancillary uses shall be within the same MUPD. (DRC: ZONING)

- (LC)3. The hotel permitted in MUPD B shall provide an off-site parking agreement and cross access agreement with the adjacent Park-n-Ride parking facility prior to submittal of a land development permit or building permit for the hotel. The agreements shall be executed and recorded in the public record as required per LDR Sec. 7.2.3.1.4. "Agreement for off-site parking" prior to issuance of any building permit for the hotel.

(LC)J. LANDSCAPING - STANDARD

- (LC)1. All trees required to be planted on the subject property by conditions of approval, except as required by Condition G.1 and within the upland preserve area, shall meet the following minimum standards at installation:
- a. Tree height: 14 feet.
  - b. Trunk diameter: 3.5 inches measured 4.5 feet above grade.
  - c. Canopy diameter: 7 feet. Diameter shall be determined by the average canopy radius at 3 points measured from the trunk to the outermost branch tip. Each radius shall measure at least 3.5 feet in length. (CO: LANDSCAPE - ZONING)

(LC)2. All palms required to be planted on the subject property by conditions of approval, except as required by Condition G.1 and within the upland preserve area, shall meet the following minimum standards at time of installation:

- a. Height: 10 feet gray wood or clear trunk, whichever is greater.
- b. Clustered palms: staggered heights 10 to 12 feet.
- c. Pruning: minimum 6 fronds. (CO: LANDSCAPE - ZONING)

(LC)3. All landscape requirements contained herein may be altered by the Development Review Committee upon approval of an Alternative Landscape Betterment Plan (ALBP) except as follows: the ALBP shall maintain the tree and palm standards above (Conditions J.1 and J.2); the interior landscaping requirements below (Conditions K.1 through K.6); the minimum width of the north and east perimeter buffers (Condition L.1); the minimum number of trees, palms, and shrubs required in the north and east perimeter buffers (Condition L.1); all required berms, and all supplemental material required in preserve areas. (DRC: ZONING)

(LC)K. LANDSCAPING - INTERIOR

(LC)1. A minimum of one interior landscape island shall be provided for every 12 parking spaces in MUPDs A-F and the Residential PUD. The maximum spacing between landscape islands shall not exceed 120 linear feet. (DRC: ZONING)

(LC)2. Unless a variance is obtained by the Board of Adjustment, a minimum of one interior grade level planting area (i.e. diamond), with a minimum planting area of 20 square feet and one tree/palm and appropriate ground cover, shall alternate with one interior landscape island for every 12 parking spaces in MUPD G. The maximum spacing between diamonds/landscape islands shall not exceed 120 linear feet. Interior landscape islands may be used in place of required diamonds. This requirement shall not apply to rows of abutting parking separated by a landscaped divider median. (CONDITION SATISFIED)

(LC)3. All rows of parking shall end with a landscaped island. (DRC: ZONING)

(LC)4. Landscaped divider medians, with at grade bicycle and pedestrian cuts as appropriate, shall be provided in the center of all driveways over 30 feet in width providing ingress or egress to each MUPD or the PUD. The minimum length of this median shall be 25 feet. The minimum width of this median shall be six feet. A minimum width of five feet of landscaped area shall be provided. One tree or palm and appropriate ground cover shall be planted for each 20 linear feet of the divider median. (CO: LANDSCAPE - ZONING)

1 (LC)5. Landscape planter areas shall be provided along the front and side facades  
2 of all structures. The minimum width of required landscape planter areas  
3 shall be five feet. The combined length of the required landscape planter  
4 areas shall be no less than 40% of the total length of the applicable side of  
5 the structure. All required landscape planter areas shall be planted with a  
6 minimum of one tree or palm every 20 feet on center and appropriate  
7 ground cover. (CO: LANDSCAPE - ZONING)  
8

9 (LC)6. All required buffers internal to the project shall be supplemented with one  
10 palm or pine tree for each 30 linear feet of the buffer. (CO: LANDSCAPE -  
11 ZONING)  
12

13 (LC)L. LANDSCAPING ALONG NORTH AND EAST PROPERTY LINES (ALONG  
14 FOREST HILL BOULEVARD AND SR7/US 441)  
15

16 (LC)1. Landscaping and buffering along the north and east property lines shall be  
17 upgraded to include:  
18

- 19 a. A minimum 25-foot wide landscape buffer strip.
- 20
- 21 b. An undulating berm having an average height of three feet.
- 22
- 23 c. One canopy tree for each 20 linear feet of frontage, planted a  
24 maximum of 60 feet on center.
- 25
- 26 d. One palm or pine tree for each 20 linear feet of frontage. A group of  
27 three or more palm or pine trees may supersede the requirement for a  
28 canopy tree.
- 29
- 30 e. One 24-inch high shrub, or equivalent ground cover approved by the  
31 Planning, Zoning and Building Department, for each four linear feet, to  
32 be planted on top of the required berm and maintained at a minimum  
33 height of 36 inches. (CO: LANDSCAPE - ZONING)  
34

35 (LC)2. A landscaped buffer along the north and east property lines shall not be  
36 required adjacent to preserve areas designated on the PDP. (CO:  
37 LANDSCAPE - ZONING)  
38

39 (LC)M. LANDSCAPING ALONG SOUTH AND WEST PROPERTY LINES  
40

41 (LC)1. Landscaping and buffering along the south and west property lines shall be  
42 upgraded to include:  
43

- 44 a. A minimum ten-foot wide landscape buffer strip.
- 45
- 46 b. One canopy tree planted every 30 feet on center.
- 47
- 48 c. One palm or pine tree for each 30 linear feet of frontage. A group of

1 three or more palm or pine trees may supersede the requirement for a  
2 canopy tree.

3  
4 e. Twenty-four inch high shrub or hedge material spaced no more than 24  
5 inches on center at installation to be maintained at a minimum height of  
6 36 inches. (CO: LANDSCAPE - ZONING)

7  
8 (LC)N. LIGHTING

9  
10 (LC)1. All outdoor lighting used to illuminate the subject property and identification  
11 signs shall be of low intensity, shielded, and directed away from adjacent  
12 properties and streets. (BLDG PERMIT/ONGOING: BLDG / CODE ENF -  
13 ZONING)

14  
15 (LC)2. All outdoor lighting fixtures in MUPDs A-F and the Residential PUD shall  
16 not exceed 30) feet in height, measured from finished grade to highest  
17 point. (CO: BLDG - ZONING)

18  
19 (LC)3. All outdoor lighting fixtures in MUPD G shall not exceed 50 feet in height,  
20 measured from finished grade to highest point. (CONDITION SATISFIED)

21  
22 (LC)O. MASS TRANSIT

23  
24 (LC)1. Prior to certification of the preliminary development plan by the  
25 Development Review Committee, the petitioner shall amend the plan to  
26 indicate bus access and/or a bus stop(s) on or adjacent to the subject  
27 property. Bus access and/or bus stops shall be located and constructed by  
28 the petitioner in a manner acceptable to the Palm Beach County School  
29 Board, Palm Tran, and Village Engineer.

30  
31 The petitioner shall dedicate additional rights-of-way to accommodate this  
32 requirement, if requested by the Village Engineer. Bus stops shall include,  
33 at a minimum, a covered shelter, continuous paved pedestrian and bicycle  
34 access from the bus stop to the use(s) it is intended to serve, and bicycle  
35 rack. (CONDITION SATISFIED)

36  
37 (LC)2. Printed and electronic advertising for the regional mall, where practical,  
38 shall contain information that mass transit service to the site is available.  
39 (ONGOING: PALM TRAN)

40  
41 (LC)P. OUT PARCELS

42  
43 (LC)1. No freestanding buildings under 10,000 square feet of gross floor area  
44 shall be permitted in MUPD G. (DRC: ZONING)

45  
46 (LC)Q. PARKING/STORAGE

47  
48 (LC)1. All delivery and/or loading areas built to accommodate semi-trucks, tractor

trailers, moving vans, etc., or consisting of two or more loading spaces, shall be screened from view by a 12-foot high wing wall, or eight-foot wing wall if the loading area is depressed, measured from finished grade to highest point. The wing wall shall be constructed in a manner consistent with the color, character, and architectural style of the principal structure. (BLDG PERMIT: BLDG - ZONING)

(LC)2. Overnight storage or parking of delivery vehicles or trucks shall not be permitted on site, except in designated loading and delivery areas. (ONGOING: CODE ENF)

(LC)3. Prior to certification of each site plan in MUPDs A-F by the Development Review Committee (DRC), the site plan shall be amended to include shopping cart storage and retrieval corrals in all retail parking areas, where appropriate. (DRC: ZONING)

(LC)4. Open storage of any material, refuse, equipment, inventory, merchandise, or debris shall not be permitted. (ONGOING: CODE ENF)

(LC)5. A shared parking study shall not be used to reduce the required parking for restaurants in MUPDs A-F. (DRC: ZONING)

(LC)R. PLANNING

(LC)1. The underlying land uses for the LS/MU designation for the subject property shall be follows: (DRC: PLANNING)

### PROPOSED LAND USES AND INTENSITIES

| LAND USE                  | MINIMUM<br>ACREAGE | MAXIMUM<br>ACREAGE |
|---------------------------|--------------------|--------------------|
| Community Commercial (CC) | 185                | 250                |
| Residential High (HR8)    | 10                 | 50                 |
| Residential Medium (MR5)  | 35                 | 60                 |
| Wetland/Buffer            | 23                 | N/A                |
| Lakes/Drainage Control    | 132                | N/A                |

(LC)S. PUD

(LC)1. The PUD shall be limited to a maximum of 225 gross acres. (DRC: ZONING)

(LC)2. The CLF shall be limited to a maximum of 630 CLF units subject to the provisions of Local Condition A. 5. (Note: the retail square footage in



- 1 MUPD A as shown in Local Condition A. 5 was decreased to accommodate  
2 the additional 115 CLF units) (DRC: ZONING)  
3
- 4 (LC)3. The CLF units shall not be converted to multifamily or other housing types  
5 in accordance with the ULDC. (DRC: ZONING)  
6
- 7 (LC)4. The multifamily portion of the PUD shall be limited to a maximum of 673  
8 units. The multifamily units may be converted to other housing types in  
9 accordance with the ULDC, or the Village's Land Development  
10 Regulations, whichever is in effect, upon submittal of a Notice of Proposed  
11 Change (NOPC) and approval by the Village Council. (DRC: ZONING)  
12
- 13 (LC)5. Streetlights internal to the PUD shall be provided pursuant to Section  
14 6.8.A.23.d(1) of the ULDC or the Village's Land Development Regulations,  
15 whichever is in effect, subject to approval by the Village Engineer. (CO:  
16 BLDG - ENG)  
17
- 18 (LC)6. Street trees internal to the PUD shall be planted in or adjacent to all rights-  
19 of-way, pursuant to Section 6.8.A.23.d(3) of the ULDC or the Village's Land  
20 Development Regulations, whichever is in effect, subject to approval by the  
21 Village Engineer. (CO: LANDSCAPE - ENG)  
22
- 23 (LC)7. A clearly delineated and distinct continuous bike path or bike lane, which  
24 may be constructed as part of the vehicular use area internal to the PUD,  
25 shall provide bike access to all mass transit stops, school bus pick up  
26 locations, and MUPD G. (DRC: ZONING)  
27
- 28 (LC)8. All utilities shall be underground, pursuant to Section 6.8.A.23.d(5) of the  
29 ULDC. (PLAT: ENG - ZONING)  
30
- 31 (LC)9. All property included in the legal description of the PUD shall be subject to  
32 a Declaration of Restrictions and Covenants acceptable to the Village  
33 Attorney's office which shall, among other things, provide for: formation of a  
34 single "master" property owner's association, automatic voting membership  
35 in the master association by any party holding title to any portion of the  
36 subject property, and assessment of all members of the master association  
37 for the cost of maintaining all common areas.  
38
- 39 The property shall not be subjected to the Declaration of Restrictions in  
40 phases. Approval of the Declaration must be obtained from the Village  
41 Attorney's office prior to the issuance of the first building permit, or  
42 recordation of the first plat for any portion of the planned development,  
43 whichever occurs first. (CONDITION SATISFIED)  
44
- 45 (LC)T. PREM  
46
- 47 (LC)1. The property owner shall provide Palm Beach County Board of County  
48 Commissioners with a warranty deed by August 26, 2000, or upon

1 recordation of the first plat, whichever should first occur, for a net 2.0-acre  
2 Fire Rescue civic site, in a location and form acceptable to the Facilities,  
3 Development & Operations Department (FDO) and County Attorney's  
4 office. The petitioner shall plat and dedicate the civic site to Palm Beach  
5 County prior to conveying the deed and shall have satisfied each of the  
6 following conditions prior to deed conveyance:  
7

- 8 a. Developer to provide a title policy insuring marketable title to Palm  
9 Beach County for the civic site. Policy is subject to Property & Real  
10 Estate Management Department's (PREM) and County Attorney's  
11 approval. The title policy is to be insured to Palm Beach County for a  
12 dollar value based on current market appraisal of the proposed civic  
13 site. The appraisal is to be obtained by the Developer. The County  
14 is to have the option, at their discretion, to release all or part of the  
15 Declarations of Covenants and Conditions of the PUD, as it would  
16 apply to the civic site. If the County ever sells the site for a nonpublic  
17 use, the subsequent owner will be subject to the covenants and  
18 conditions of the applicable MUPD. The County will agree that the  
19 civic site will be subject to reasonable design controls to ensure  
20 compatibility of design and function of the facility within the overall  
21 development. However, any design changes beyond standard Fire  
22 Rescue Facility design shall be at the sole cost of the property  
23 owner.  
24
- 25 b. All ad valorem real estate taxes and assessments for the year of  
26 closing shall be pro-rated at the day of acceptance of the deed for the  
27 civic site; acceptance date is to be determined by PREM and County  
28 Attorney's Office after receiving Board approval.  
29
- 30 c. Civic site is to be free and clear of all trash and debris at the time of  
31 acceptance of warranty deed.  
32
- 33 d. Developer shall provide all detention required for any future  
34 development of the proposed civic site by the County. Developer  
35 shall specifically address the following issues:  
36
- 37 1) The discharge of surface water from the proposed civic site into the  
38 developer's water detention basins.  
39
- 40 2) An easement across developer's property from the proposed civic  
41 site to the detention basins, if required.  
42
- 43 3) Drainage conveyance system connection shall be provided to the  
44 property line by the property owner.  
45
- 46 e. By acceptance of these conditions, developer agrees to allow the  
47 County to perform any on-site inspections deemed appropriate to  
48 support the acquisition of the civic site.

- f. Developer is to prepare the civic site to buildable grade under the direction of the Facilities Development & Operations Department.
- g. Developer is to provide water and sewer stubbed out to the property line.
- h. Should the County decide to sell or transfer the proposed civic site for a nonpublic use, it will first offer the property to the developer at current market price before placing it on the general market. Should the County receive an acceptable bona-fide offer for the purchase of the property for a nonpublic use, the developer shall have a right of first refusal to match said offer.
- i. Should the County decide not to use the proposed civic site as a Fire-Rescue station, the following alternative public uses shall be prohibited: incinerator, landfill, hazardous waste disposal, hazardous material storage, recycling center, transfer station, or any other noxious refuse related use. (DATE: MONITORING – PREM. NOTE - APPLICANT REQUIREMENTS COMPLETED)

(LC)2. The property owner shall provide the County with a certified survey of the proposed civic site by September 1, 1999. Survey shall reflect the boundary and topographical areas of the site and the surveyor shall use the following criteria:

- a. The survey shall meet Minimum Technical Standards for a Boundary Survey as prescribed by FAC Rule 61G17-6.
- b. If this parcel is a portion of Palm Beach Farms, sufficient data to make a mathematical overlay should be provided.
- c. The survey should include the location of any proposed water detention area that will border the civic site. Survey is also subject to the County's approval of any proposed or existing easements within the proposed civic site. (CONDITION SATISFIED)

(LC)3. The property owner shall provide PREM with an Environmental Assessment of the proposed civic site by September 1, 1999. The minimum assessment which is required is commonly called a "Phase I Audit." The audit shall describe the environmental conditions of the property and identify the past and current land use. The assessment will include, but not be limited to, the following:

- a. Review of property abstracts for all historical ownership data for evidence of current and past land use of the proposed civic site.
- b. Review of local, state, and federal regulatory agencies' enforcement

1 and permitting records for indication of prior groundwater or soil  
2 contamination. Also, a review of the neighboring property that  
3 borders the proposed civic site will be required. The review shall  
4 include, but not be limited to, Palm Beach County Environmental  
5 Resources Management Department records and Florida Department  
6 of Regulation records.

7  
8 The assessment shall reflect whether the civic site or any bordering  
9 property is on the following lists:

- 10  
11 1) EPA's National Priorities (NPL) list.  
12 2) Comprehensive Environmental Response Compensation and  
13 Liability Act System (CERCLA) list.  
14 3) Hazardous Waste Data Management System (HWDMS) list.

15  
16 c. Review of current and historical aerial photographs of the proposed  
17 civic site. Provide a recent aerial showing site and surrounding  
18 properties.

19  
20 d. The results of an on-site survey to describe site conditions and to  
21 identify potential areas of contamination.

22  
23 e. Review of Wellfield Protection Zone maps to determine if property is  
24 located in a Wellfield Zone. (CONDITION SATISFIED)

25  
26 (LC)4. Prior to September 1, 1999, the petitioner may request to exchange the  
27 required on-site dedication of land for cash of equal value or off-site land  
28 equal in acreage; however, this option shall be used only upon County  
29 approval. In addition, should the off-site land option be chosen, each  
30 PREM condition listed in numbers 1, 2, & 3 above shall also apply. If the  
31 land off site is of less cash value than the on-site dedication, the petitioner  
32 shall contribute cash equal to the difference in values. Valuation of the on-  
33 site and off-site land shall be subject to the County appraisal process and  
34 be at the cost of the petitioner. If off-site land or cash contribution is  
35 accepted by Palm Beach County, the petitioner shall be deemed to have  
36 satisfied the intent of Section 6.8B.6a (2) of the ULDC. (CONDITION  
37 SATISFIED)

38  
39 (LC)5. The developer shall install appropriate safety signalization and turn lanes  
40 on all interior circulating access drives in a location and manner acceptable  
41 to Palm Beach County Fire Rescue when requested by Palm Beach  
42 County Fire Rescue. (ONGOING: PREM / FIRE)

43  
44 (LC)U. REPAIR AND MAINTENANCE, GENERAL

45  
46 This land use was voluntarily withdrawn by the applicant and has been  
47 stricken from the Development Order.  
48

(LC)V. CONDITIONAL USES

(LC)1. The maximum number, location, and maximum gross square feet of floor area or rooms for each approved conditional use shall be limited as follows:

| APPROVED<br>USE                                                                     | CONDITIONAL | MAX<br>NO.    | MUPD<br>LOCATION | MAX SF / <u>ROOMS</u><br>BY MUPD*                 | MAX<br>COMBINED SF /<br><u>ROOMS</u> ** |
|-------------------------------------------------------------------------------------|-------------|---------------|------------------|---------------------------------------------------|-----------------------------------------|
| Building supplies, retail                                                           |             | 5             | F                | 150,000 in F                                      | 150,000                                 |
| Convenience store with gas sales / auto service station / car wash & auto detailing |             | 1             | F                | 5,000 in F                                        | 5,000                                   |
| Day care, general ***                                                               |             | 3             | A,B,C,F          | 30,000 in A;<br>15,000 in B,C;<br>25,000 in F     | 40,000                                  |
| Entertainment,<br>Indoor                                                            |             | 8             | A,B,C,F          | 30,000 in A,B;<br>60,000 in C;<br>150,000 in F    | 150,000                                 |
| Entertainment,<br>Outdoor ****                                                      |             | 4             | A,F              | 10,000 in A;<br>50,000 in F;                      | 50,000                                  |
| Financial<br>Institution *****                                                      |             | 10            | ALL              | 10,000 in A,E;<br>30,000 in B,C;<br>20,000 in D,F | 100,000                                 |
| Hotel                                                                               |             | <del>42</del> | A,B,C,F          | 125 rooms in A,B,C,F                              | <del>425</del> <u>250</u> rooms         |
| Restaurant, fast food                                                               |             | 5             | B,F              | 6,000 in B; 14,000 in                             | 14,000                                  |
| Theater, indoor                                                                     |             | 3             | C,F,G            | 40,000 in C;<br>120,000 in F;<br>45,000 in G      | 120,000                                 |

\* Maximum gross square feet of floor area per conditional use permitted in each MUPD.

\*\* Maximum combined gross square feet of floor area of use permitted (total).

\*\*\* Combined enrollment limited to a maximum of 600 children total.

\*\*\*\* 18 acres (gross) maximum.

\*\*\*\*\* Limitation applies to financial institutions over 10,000 square feet or with more than 3 drive-up teller windows only. (DRC: ZONING)

(LC)2. Conditional uses may be co-located on a single and/or combined out parcel if an acceptable traffic equivalency analysis and transfer of square footage is approved by the Village Engineer and the DRC. (DRC: ZONING / ENG)

1 (LC)W. SCHOOL BOARD

- 2
- 3 (LC)1. The petitioner shall post, in a clear and visible location in all sales/rental  
4 offices and model homes, a sign provided by the School Board of Palm  
5 Beach County which indicates that school-age children in the development  
6 may not be assigned to the most proximate public school because of  
7 overcrowding, racial balancing, or other School Board policies.  
8 (ONGOING: SCHOOL BOARD)

9

10 (LC)X. SIGNS

11

12 Wall signs shall be regulated by Wellington's LDR except as conditioned  
13 herein. The directional, median, project identification and monument type  
14 signs shall be consistent with the approved Wellington Green Master Sign  
15 Plan (Exhibit 2). Amendments shall be in accordance with Wellington's  
16 LDR. Reference Exhibit 2 for Local Condition (LC) X. 1 – 20.

- 17
- 18 (LC) 21. Temporary balloon signs shall not be permitted. (ONGOING: ZONING)

- 19
- 20 (LC) 22. Electronic message signs shall not be permitted. (BLDG PERMIT: BLDG -  
21 ZONING)

- 22
- 23 (LC) 23. Flags, other than federal, state, or local government emblems, shall not be  
24 permitted. Flagpoles shall be limited to a maximum height of 35 feet,  
25 measured from finished grade to highest point. A maximum of three  
26 flagpoles shall be permitted in each planned development. (BLDG  
27 PERMIT/ONGOING: BLDG/CODE ENF)

- 28
- 29 (LC) 24. Outdoor display of equipment, inventory, merchandise, or similar retail  
30 products shall not be permitted. (ONGOING: CODE ENF)

31

32 (LC)Y. UNITY

- 33
- 34 (LC)1. Prior to recordation of the first plat, the petitioner shall record in the public  
35 record a unity of control for the entire subject property. The unity shall be  
36 recorded in a form and manner acceptable to the County Attorney. The  
37 unity shall not be removed, altered, changed, or amended without written  
38 approval from the Zoning Director. (CONDITION SATISFIED)

- 39
- 40 (LC)2. Prior to recordation of the first plat, the petitioner shall record a covenant in  
41 the public record indicating that all structures, uses, and parking areas  
42 within each MUPD and the PUD are part of a single unified planned  
43 development, regardless of ownership. The covenant shall be recorded in  
44 the public record in a manner and form acceptable to the County Attorney.  
45 The covenant shall not be removed, altered, changed, or amended without  
46 written approval from the County Attorney. (CONDITION SATISFIED)

47

48 (LC)Z. COMPLIANCE

(LC)1. Failure to comply with any of the conditions of approval for the subject property at any time may result in:

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

Staff may be directed by the Director of Community Services, Community Development Director or the Village of Wellington Special Master to schedule a Status Report before the body which approved the Official Zoning Map Amendment, Conditional Use, Requested Use, Development Order Amendment, and/or other zoning approval, in accordance with the provisions of Section 5.8 of the Land Development Regulations (LDR), in response to any flagrant violation and/or continued violation of any condition of approval.

Appeals of any departmental administrative actions hereunder may be taken to the Village of Wellington Board of Adjustment or as otherwise provided in the LDR, as amended. Appeals of any revocation of an Official Zoning Map Amendment, Conditional Use, Requested Use, Development Order Amendment, or other actions based on a Village of Wellington Council decision shall be by petition for writ of certiorari to the Fifteenth Judicial Circuit. (MONITORING)

(LC)3. In granting this approval, the Village Council relied upon the oral and written representations of the petitioner both on the record and as part of the application process. Deviations from or violation of these representations shall cause the approval to be presented to the Village Council for review under the compliance condition of this approval. (ONGOING: MONITORING - ZONING)

1  
2 **SECTION 5:** The following are additional Local Conditions.  
3

- 4 1. The project is subject to the Village's "Big Box" development and design standards as  
5 provided in Sec. 6.5.19 of the Land Development Regulations.  
6  
7 2. The Congregate Living Facility site and the 17 acre multifamily site shall be presented  
8 to the Village Council for conceptual master plan prior to final site plan certification by  
9 the Development Review Committee.  
10  
11 3. There shall be a minimum of 81 PM peak hour trips allocated to the congregate living  
12 facility site. Those 81 re-allocated trips shall not be allocated to any other use without  
13 prior review and approval by the Village Council.  
14  
15 4. Prior to Development Review Committee Certification of a site plan for MUPD F, or  
16 Pod A or Pod C of the Planned Unit Development, whichever occurs first, the Village  
17 and the applicant shall calculate and agree upon the overall number of gross square  
18 feet construction with MUPD A-F, inclusive.  
19  
20 5. Cross access shall be provided to promote inter-connectivity with the parcels to the  
21 south. A minimum of three total access points shall be provided to these parcels  
22 (Castellina PUD and Village Green).  
23  
24 6. The petitioner shall provide a recorded easement for vehicular/pedestrian access to  
25 the adjacent southern projects (Castellina PUD and Village Green) as determined  
26 by the Director of Engineering Services. Access shall be consistent with the existing  
27 improvements constructed within MUPD F.  
28  
29 7. The petitioner shall file an application to amend the Land Development Regulations  
30 with respect to signage for the Wellington Green Mall by November 1, 2011. The  
31 signage shall be consistent with the approved Wellington Green Master Sign Plan.  
32 Any signage not approved under the Wellington Green Master Sign Plan shall be  
33 consistent with Article 7 Chapter 14 Sign Regulations and may require Architectural  
34 Review Board (ARB) approval. (LDR AMENDMENT COMPLETED)  
35  
36 8. The project driveway analysis shall be provided prior to site plan approval of Pod C.  
37

38 **SECTION 6:** Should any section, paragraph, sentence, clause, or phrase of this  
39 Resolution conflict with any section, paragraph, clause or phrase of any prior Wellington  
40 Ordinance, Resolution, Or Municipal Code provision, then in that event the provisions of  
41 this Resolution shall prevail to the extent of such conflict.  
42

43 **SECTION 7:** Should any section paragraph, sentence, clause, or phrase of this  
44 Resolution be declared by a court of competent jurisdiction to be invalid, such decision  
45 shall not affect the validity of this Resolution as a whole or any portion or part thereof,  
46 other than the part to be declared invalid.  
47

48 **SECTION 8:** This Resolution shall become effective immediately upon adoption.



1  
2

(Remainder of page intentionally left blank)

1 **PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

2

3 **ATTEST:**

**WELLINGTON, FLORIDA**

4

5 BY: \_\_\_\_\_

BY: \_\_\_\_\_

6 Rachel Callovi, Clerk

Anne Gerwig, Mayor

7

8 **APPROVED AS TO FORM AND**

9 **LEGAL SUFFICIENCY**

10

11

12 BY: \_\_\_\_\_

13 Laurie Cohen, Village Attorney

Exhibit 1  
Wellington Green Master Plan



**WGI**<sup>TM</sup>  
**LAND DESIGN SERVICES DIVISION**  
LANDSCAPE ARCHITECTS  
TRANSPORTATION ENGINEERING / SURVEYING / SITE / CREATIVE SERVICES  
2035 Villa Parkway, West Palm Beach, FL 33411  
Phone 561.687.2220 www.WGDS.com  
Cert No. 6091 - LE No. 7055

**WELLINGTON GREEN MALL**  
**PREPARED FOR BREFRANK, INC.**  
**VILLAGE OF WELLINGTON, FLORIDA**

**SITE DATA**

|                                      |              |
|--------------------------------------|--------------|
| TOTAL SITE AREA                      | 456.30 AC.   |
| FUTURE LAND USE DESIGNATION          | LSMU OVERLAY |
| ZONING DISTRICT                      | MUPD AND PUD |
| <b>MUPD A</b>                        | 8.67 AC.     |
| TRACT A                              | 8.67 AC.     |
| <b>MUPD B</b>                        | 29.78 AC.    |
| TRACT B                              | 17.10 AC.    |
| WATER MANAGEMENT TRACT B             | 10.61 AC.    |
| CIVIC TRACT                          | 2.07 AC.     |
| <b>MUPD C</b>                        | 23.92 AC.    |
| TRACT C                              | 18.33 AC.    |
| TRACT C-1                            | 3.00 AC.     |
| WATER MANAGEMENT TRACT C             | 1.70 AC.     |
| TRACT W-3                            | 3.89 AC.     |
| <b>MUPD D</b>                        | 29.89 AC.    |
| TRACT D                              | 21.28 AC.    |
| TRACT W-1                            | 3.85 AC.     |
| TRACT W-1A                           | 97.5 F.      |
| TRACT W-1B                           | 0.07 AC.     |
| TRACT W-2                            | 0.77 AC.     |
| WATER MANAGEMENT TRACT E             | 3.92 AC.     |
| <b>MUPD E</b>                        | 10.26 AC.    |
| TRACT E                              | 10.26 AC.    |
| <b>MUPD F</b>                        | 33.74 AC.    |
| TRACT F                              | 30.98 AC.    |
| 4.76 AC. WATER MANAGEMENT TRACT      | 4.76 AC.     |
| <b>MUPD G</b>                        | 101.18 AC.   |
| TRACT G                              | 97 AC.       |
| TRACT G-1                            | 3.16 AC.     |
| TRACT G-2                            | 0.92 AC.     |
| TRACT G-3                            | 0.89 AC.     |
| TRACT G-4                            | 1.21 AC.     |
| <b>PUD</b>                           | 214.86 AC.   |
| POD A                                | 46.14 AC.    |
| POD B                                | 25.96 AC.    |
| POD C                                | 17.64 AC.    |
| PARCEL 1A                            | 3.11 AC.     |
| PARCEL 1B                            | 3.57 AC.     |
| TRACT W-5                            | 1.15 AC.     |
| TRACT W-6                            | 1.15 AC.     |
| WATER MANAGEMENT TRACT A             | 97.97 AC.    |
| 2.74 AC. DRAINAGE DETENTION EASEMENT | 2.74 AC.     |

|                                 |                  |  |  |
|---------------------------------|------------------|--|--|
| <b>PUD</b>                      |                  |  |  |
| TOTAL DWELLING UNITS/SELF UNITS | 567 ME / 630 CLF |  |  |
| TOTAL GROSS DENSITY             | 5.52 D.U./AC.    |  |  |

**PUD RESIDENTIAL POD DATA**

| POD NAME | ACRES | TYPE | TOTAL D.U. | NET DENSITY (D.U./AC.) |
|----------|-------|------|------------|------------------------|
| POD A    | 39.64 | CLP* | 620        | 15.64                  |
| POD B    | 25.96 | HP** | 400        | 15.40                  |
| POD C    | 17.64 | HP** | 167        | 9.47                   |

\*CLF UNITS MAY BE CONVERTED TO OTHER HOUSING TYPES AS PER CONDITION 3.3  
\*\*THE MULTIFAMILY UNITS MAY BE CONVERTED TO OTHER HOUSING TYPES UPON SUBMITTAL OF NOPC AS PER CONDITION 3.4  
\*FOR DETAILS ON SQUARE FOOTAGE AND UNITS PER BUILDING PLEASE REFER TO THE INDIVIDUAL POD SITE PLANS

**SITE DATA AS SHOWN ON PDP**

| LAND USE                     | ACREAGE    |
|------------------------------|------------|
| COMMERCIAL HIGH (CH)         | 241.46 AC. |
| RESIDENTIAL HIGH (HRB)       | 47.75 AC.  |
| RESIDENTIAL MEDIUM (HRS)     | 40.00 AC.  |
| WETLANDS/ UPLAND BUFFERS     | 27.28 AC.* |
| WATER MANAGEMENT TRACTS      | 125.46 AC. |
| DRAINAGE DETENTION EASEMENTS | 3.95 AC.   |

\*INCLUDES 23.64 ACRES OF WETLAND PRESERVES AND 3.64 ACRES OF UPLAND BUFFERS.

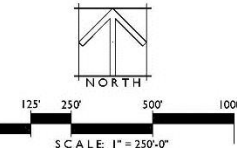
**LAND USE ACREAGE**

| LAND USE                                | MINIMUM ACREAGE | MAXIMUM ACREAGE |
|-----------------------------------------|-----------------|-----------------|
| COMMERCIAL HIGH (CH)                    | 185             | 250             |
| RESIDENTIAL HIGH (HRB)                  | 10              | 50              |
| RESIDENTIAL MEDIUM (HRS) (CLF) USE ONLY | 35              | 60              |
| WETLAND/ BUFFER                         | 27              | N/A             |
| ACTIVE PARK                             | 10              | N/A             |
| LAKE/ DRAINAGE CONTROL                  | 132             | N/A             |

\*ACREAGE INCLUDES LAKES, WATER MANAGEMENT AREAS AND WETLAND PRESERVES.

| REVISION DATES |          |                                    |
|----------------|----------|------------------------------------|
| DATE           | APPROVAL | NOTES                              |
| 02/01/2017     |          | REVISED DRAWING TO REFLECT CHANGES |
| 02/01/2017     |          | REVISED DRAWING TO REFLECT CHANGES |
| 02/01/2017     |          | REVISED DRAWING TO REFLECT CHANGES |
| 02/01/2017     |          | REVISED DRAWING TO REFLECT CHANGES |
| 02/01/2017     |          | REVISED DRAWING TO REFLECT CHANGES |
| 02/01/2017     |          | REVISED DRAWING TO REFLECT CHANGES |
| 02/01/2017     |          | REVISED DRAWING TO REFLECT CHANGES |
| 02/01/2017     |          | REVISED DRAWING TO REFLECT CHANGES |
| 02/01/2017     |          | REVISED DRAWING TO REFLECT CHANGES |

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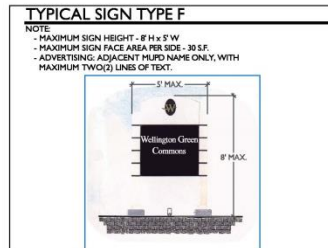
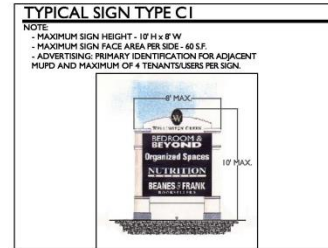
DRAWN BY: BRD  
DRAWING #: MP\_Wellington Green MUPD-B.dwg  
FILE #: NEW PROJECT\_Fairfield Inn@Wellington

**SHEET #**  
**MP.I**



52





**Planning | Landscape Architecture  
Environmental Services | Transportation**

2101 Centrepark West Drive, Suite 100 • West Palm Beach, FL 33409  
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WELLINGTON GREEN MALL  
PREPARED FOR BREFRANK, INC.  
VILLAGE OF WELLINGTON, FLORIDA

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## MASTER SIGN PLAN

|            |                                       |
|------------|---------------------------------------|
| SCALE:     | NTS                                   |
| DRAWN BY:  | BRD/RHD                               |
| DRAWING #: | 2010-11-01_Master Sign Plan_547.4.dwg |
| FILE #:    | 547.4                                 |
| DATE:      | 09/25/2007                            |

[illegible]

**NOTES:**  
 \* - DENOTES SIGNS THAT ARE CONSISTENT WITH THE  
 SIGNAGE CONDITIONS WITHIN RESOLUTION NO. R-2005-126  
 \*\* - DENOTES SIGNS THAT ARE CONSISTENT WITH MASTER  
 SIGN PLAN DATED AUGUST 21, 2000





SIGN #36\*\* - H



SIGN #37\*\* - H



SIGN #38\*\* - H



SIGN #39\*\* - H



SIGN #40\*\* - H



SIGN #41\*\* - H



SIGN #42\*\* - H



SIGN #43\*\* - H



SIGN #44\*\* - H



SIGN #45\*\* - H



SIGN #46\*\* - H



SIGN #47\*\* - H



SIGN #48\*\* - H



SIGN #49\*\* - H



SIGN #50\*\* - H



SIGN #51\*\* - H



SIGN #52\*\* - H



SIGN #53\*\* - H



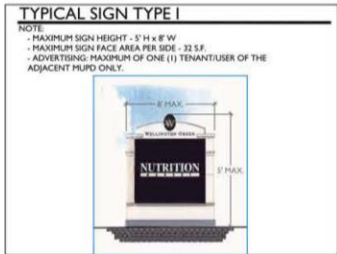
SIGN #54 - I



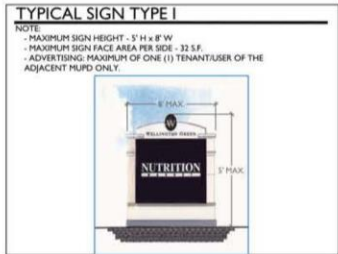
SIGN #55 - I



SIGN #56 - I



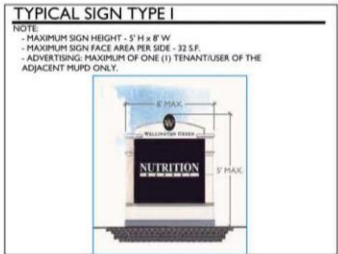
FUTURE SIGN #57 - I



FUTURE SIGN #58 - I



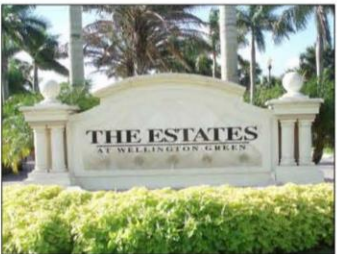
FUTURE SIGN #59 - I



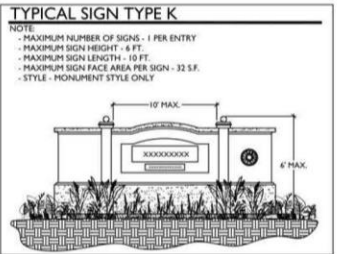
SIGN #60 - I



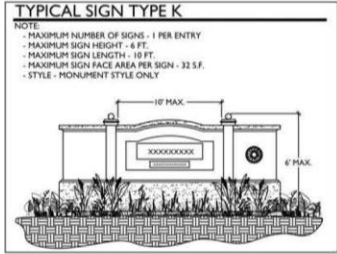
SIGN #61 - J



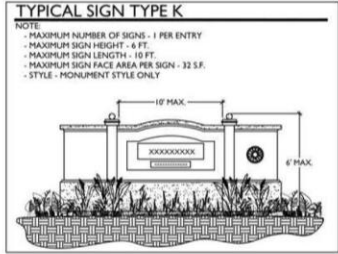
SIGN #62\* - K



SIGN #63\* - K



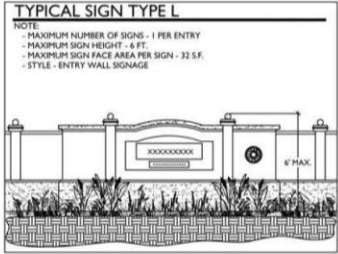
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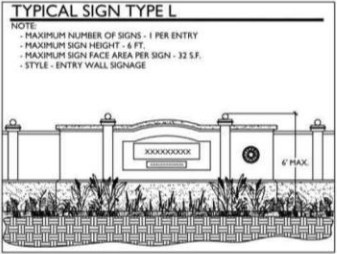
FUTURE SIGN #65\* - K



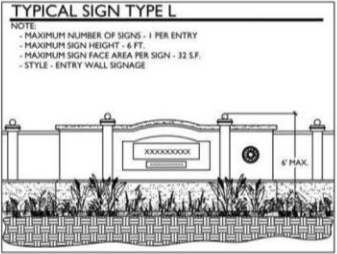
SIGN #66 - L



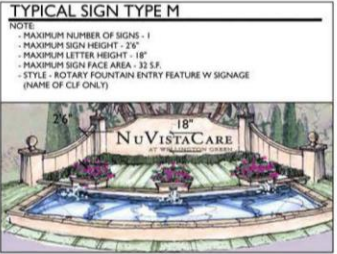
FUTURE SIGN #67 - L



FUTURE SIGN #68 - L



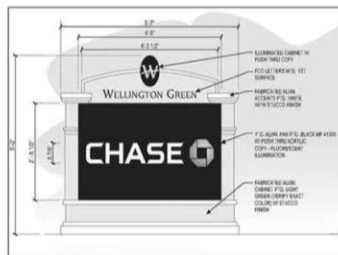
FUTURE SIGN #69 - L



SIGN #70 - M



SIGN #71



SIGN #72 - I

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| MASTER SIGN PLAN        |                                          |                                                                                                     |
|-------------------------|------------------------------------------|-----------------------------------------------------------------------------------------------------|
| SCALE:                  | NTS                                      |                                                                                                     |
| DRAWN BY:               | BRD/RHD                                  |                                                                                                     |
| DRAWING #:              | 2010-11-01rev_Master Sign Plan_547.4.dwg |                                                                                                     |
| FILE #:                 | 547.4                                    |                                                                                                     |
| DATE:                   | 09/25/2007                               |                                                                                                     |
| L.D.S. PROJECT SCHEDULE |                                          |                                                                                                     |
| DATE                    | APPROVAL                                 | NOTES                                                                                               |
| 02/23/08                |                                          | REVISIONS BASED ON LDC COMMENTS                                                                     |
| 02/23/08                |                                          | MASTER PLAN AMENDMENT                                                                               |
| 10/01/07                |                                          | PER REVISIONS BASED ON LDC COMMENTS                                                                 |
| 09/25/07                |                                          | ISSUED BY LDC  |
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Local Condition (LC): X. 1 – 20.

- (LC)1. One freestanding, primary-site identification sign (Sign Type A) at the intersection of Forest Hill Boulevard and SR7/US441 shall be permitted as follows:
- a. Maximum sign height, measured from finished grade to highest point – 25 feet.
  - b. Maximum sign width - 9 feet.
  - c. Maximum sign face area per side - 75 square feet.
  - d. Maximum number of signs – 1 (Sign #1).
  - e. Style - monument style or decorative tower only.
  - f. Advertising - primary project identification only.
- (LC)2. Median-entry freestanding signs (Sign Type B1)\_on Forest Hill Boulevard and SR7/US441 shall be limited as follows:
- a. Maximum sign height, measured from finish grade to highest point - 8' H x 10' W.
  - b. Maximum sign face area per side - 45 sq. ft.
  - c. Maximum number of signs - 4, consisting of 2 signs per road as follows:
    - i. Forest Hill Boulevard – Signs #2 & #3.
    - ii. SR7/US441 – Signs #4 & #5.
  - d. Style - monument style only.
  - e. Advertising - regional mall name only.
- (LC)3. Freestanding median entrance identification sign (Sign Type B2) fronting Forest Hill Boulevard shall be limited as follows:
- a. Maximum sign height, measured from finished grade to highest point – 8' H x 11' W.
  - b. Maximum sign face area per side – 55 sq. ft.
  - c. Maximum number of signs – One (1) (Sign #6).
  - d. Style – monument style only
  - e. Advertising – Identification signage for Pod B and Pod C only.
- (LC)4. External freestanding point of purchase signs (Sign Type C1) shall be limited as follows:
- a. Maximum sign height, measured from finish grade to highest point – 10'H x 8' W.
  - b. Maximum sign face area per side - 60 sq. ft.
  - c. Maximum number of signs – 6 (Existing Signs #7, #8, #9, #10, #11 and Future Sign #12).
  - d. Style - monument style only.
  - e. Advertising - primary identification for adjacent MUPD and maximum of 4 tenants/users only.
- (LC)5. External freestanding point of purchase signs (Sign Type C2) shall be limited as follows:
- a. Maximum sign height, measured from finish grade to highest point – 6' H x 8' W.
  - b. Maximum sign face area per side - 60 sq. ft.
  - c. Maximum number of signs – 3 (Signs #13, #14, #15).
  - d. Style - monument style only.
  - e. Advertising - primary identification for adjacent MUPD and maximum of 4 tenants/users only per sign.
- (LC)6. External freestanding point of purchase signs (Sign Type D2) shall be limited as follows:
- a. Maximum sign height, measured from finish grade to highest point – 10' H x 8'W
  - b. Maximum sign face area per side - 60 sq. ft.
  - c. Maximum number of signs – 2 (Signs #16 & #17).
  - d. Style - monument style only.
  - e. Advertising - primary identification for tenants and maximum of 4 tenants/users only per sign.
- (LC)7. Freestanding, internal secondary project identification signs (Sign Type F) shall be limited as follows:
- a. Maximum sign height, measured from finish grade to highest point – 8' H x 5' W.
  - b. Maximum sign face area per side - 30 sq. ft.

- c. Maximum number of signs – 1 (future sign #18).
  - d. Style - monument style only.
  - e. Advertising - adjacent MUPD name only, with maximum two (2) lines of text.
- (LC)8. Freestanding, external secondary project identification signs (Sign Type F2) shall be limited as follows:
- a. Maximum sign height, measured from finish grade to highest point – 8'H x 5' W.
  - b. Maximum sign face area per side - 30 sq. ft.
  - c. Maximum number of signs – 1 (existing sign #19).
  - d. Style - monument style only.
  - e. Advertising - adjacent MUPD name only.
- (LC)9. Freestanding, internal secondary project identification signs (Sign Type F3) shall be limited as follows:
- a. Maximum sign height, measured from finish grade to highest point – 5' H x 5' W.
  - b. Maximum sign face area per side - 10 sq. ft.
  - c. Maximum number of signs – 2 (Existing signs #20 & #21)
  - d. Style - monument style only.
  - e. Advertising - adjacent MUPD name only.
- (LC) 10. Freestanding, directional identification signs (Sign Type G) shall be limited as follows:
- a. Maximum sign height, measured from finish grade to highest point – 8' H x 6' W.
  - b. Maximum sign face area per side - 25 sq. ft.
  - c. Maximum number of signs – 13 (existing signs #22 through #34 inclusive).
  - d. Style - monument style only.
  - e. Advertising - Directional instructions to tenants of the regional mall.
- (LC) 11. Freestanding, regulatory signs (Sign Type H) shall be limited as follows:
- a. Maximum sign height, measured from finish grade to highest point – 8' H x 6' W.
  - b. Maximum sign face area per side - 25 sq. ft.
  - c. Maximum number of signs – 19 (existing signs #35 through #53 inclusive).
  - d. Style - monument style only.
  - e. Advertising - Directional signage to Forest Hill Boulevard and/or State Road 7 / US 441.
- (LC) 12. Freestanding, outparcel identification signs (Sign Type I) shall be limited as follows:
- a. Maximum number of signs – seven (7), consisting of existing signs #54 through #56 (inclusive) and future signs #57 through #60 (inclusive).
  - b. Style - monument style only.
  - c. Existing sign #54:
    - i. Maximum sign height, measured from finish grade to highest point - 6' H x 7' W
    - ii. Maximum sign face area per side – 40 sq. ft.
    - iii. Advertising: maximum of 1 tenant/user of the adjacent MUPD.
  - d. Existing sign #55:
    - i. Maximum sign height, measured from finish grade to highest point - 6' H x 7' W
    - ii. Maximum sign face area per side – 30 sq. ft.
    - iii. Advertising: maximum of 1 tenant/user of the adjacent MUPD only.
  - e. Existing sign #56:
    - i. Maximum sign height, measured from finish grade to highest point - 5' H x 8' W
    - ii. Maximum sign face area per side –30 sq. ft.
    - iii. Advertising: maximum of two (2) tenants/users of the adjacent MUPD only.
  - f. Future signs #57 through #60 (inclusive):
    - i. Maximum sign height, measured from finish grade to highest point - 5' H x 8' W

- (LC) 13. Freestanding gas/service station/convenience store sign (Sign Type J) shall be limited as follows:
- a. Maximum sign height, measured from finish grade to highest point – 8'H x 10' W.
  - b. Maximum sign face area per side - 32 sq. ft.
  - c. Maximum number of signs – 1 (existing sign #61).
  - d. Style - monument style only.
  - e. Advertising - corporate logo, price, grade and service type and may include a changeable copy price sign. (
- (LC) 14. Residential entrance monument signage (Sign Type K) shall be limited as follows:
- a. Maximum number of signs - 1 per entry consisting of existing sign #62 and future signs #63 through #65 (inclusive)
  - b. Maximum sign height, measured from finished grade to highest point – 8ft for existing sign #62, 6ft for future signs #63 through #65.
  - c. Maximum sign length – 17 ft for existing sign #62, 10 ft for future signs #63 through #65.
  - d. Maximum sign face area per sign –
    - i. Existing sign # 62– 45 sq. ft.
    - ii. Future signs #63 through # 65 (inclusive) – 32 sq. ft.
  - e. Style - monument style only.
- (LC) 15. Residential entry wall signage (Sign Type L) shall be limited as follows:
- a. Maximum number of signs - 1 per entry consisting of existing sign #66 and future signs #67 through #69 (inclusive)
  - b. Maximum sign height, measured from finished grade to highest point – 8ft for existing sign #67, 6ft for future signs #67 through #69.
  - c. Maximum sign face area per sign –
    - i. Existing sign # 66 – 32 sq. ft.
    - ii. Future signs #67 through #69 (inclusive) – 32 sq. ft.
  - d. Style – signage shall only be affixed to the entry wall.
- (LC) 16. Rotary fountain signage (Sign Type M) on Pod A shall be limited as follows:
- a. Maximum number of signs – one (1) (Existing Sign #70)
  - b. Maximum sign height, measured from finished grade to highest point – 2'6"
  - c. Maximum lettering height – 18 inches
  - d. Maximum sign face area per sign – 32 sq. ft.
  - e. Style – signage shall be displayed on the eastern side of the fountain's external base wall and display the name of the congregate living facility only
- (LC) 17. A maximum of three external monument signs shall be permitted per MUPD.
- (LC) 18. Monument signs shall be separated a minimum of 200 lineal feet from other internal or perimeter monument signs, excluding Wellington Green Mall identification monument signs.
- (LC) 19. Maximum of 12 total monument signs allowed for commercial out parcels or free standing businesses, subject to compliance with the maximum number of monument signs per MUPD.
- (LC) 20. Directional, identification and monument type signs background color shall be black and letter color shall be white. The background color shall be beige or tan and letter color shall be black for signs located in the medians along Forest Hill Blvd. and State Road 7. Other colors are prohibited, except for a complete Wellington Green signage revision, which shall continue a similar color scheme as indicated previously.