

Agenda Item # R - 5

**Village of Royal Palm Beach
Village Council
Agenda Item Summary**

Agenda Item:

PUBLIC HEARING TO CONSIDER APPLICATION NO. 22-105 (PP) AN APPLICATION BY URBAN DESIGN STUDIO AND ADOPTION OF RESOLUTION NO. 23-11 CONFIRMING COUNCIL ACTION. THE APPLICANT IS SEEKING PRELIMINARY PLAT APPROVAL TO RE-PLAT THE PREVIOUSLY APPROVED MASTER PLAT FOR TUTTLE ROYALE TO ADD 9.289± ACRES FOR A TOTAL RE-PLATTED AREA OF 165.371± ACRES, FOR A PROPERTY LOCATED ON THE SOUTH SIDE OF SOUTHERN BOULEVARD APPROXIMATELY 0.27 MILES WEST OF STATE ROAD 7 (US 441).; REPRESENTED BY: LENTZY JEAN-LOUIS OF URBAN DESIGN STUDIOS.

Issue:

This is an application for Preliminary Plat approval to re-plat the previously approved Master Plat for Tuttle Royale to add 9.289± acres for a total re-platted area of 165.371± acres, for a property located on the south side of Southern Boulevard approximately 0.27 miles west of State Road 7 (US 441).

The land being platted lies within the Mixed Use Social Center (MXS) Zoning District that allow multi-family, single-family, commercial and public park uses. The Applicant is proposing to plat the 165.371± acres as eight (8) separate tracts. The property is being re-platted in order to add additional acreage to the proposed Mixed Use Social Center Development. The Preliminary Plat is consistent with the proposed development of the site. The plat conforms to the platting requirements of Village Code, more specifically:

- *Sec. 22-22 Preliminary Plat – Requirements Generally.:* the plat contains all of the information required;
- The platted property meets all dimensional requirements of the zoning districts that are within the platted area.

The preliminary plat is consistent with the currently approved Site Plans for Pod 2, Pod 3, Pod 4, Pod 7 and the Site Plan for Erica Boulevard. Please refer to Attachment A for an illustration of the Preliminary Plat.

Recommended Action:

Village Staff is requesting a recommendation of Approval be submitted to the Village Council regarding Application No. 22-105 (PP) and adoption of Resolution 23-11.

Initiator:	Village Manager	Agenda Date	Village Council
P & Z Director	Approval	4-20-2023	Action

Attachment A
Conditions of Approval
Tuttle Royale II
Application No. 22-105 (PP)
Resolution No. 23-11

1. Site Specific Conditions of Approval:

- A. For the entirety of Pod 6 within the plat boundaries, no Building Permit applications shall be accepted prior to Final Master Plat approval. After building permit applications are accepted, the residential developer may seek conditional building permits per Sec. 22-24 of Village Code, subject to completion of an Affidavit for Conditional Building Permit. Additionally, no Certificate of Occupancy shall be issued until all Tier 1 public improvements supporting the plat have been completed and accepted in accordance with Chapter 22 of Village Code including, but not limited to, the completion of Erica Boulevard from State Road 7 to Tuttle Boulevard (inclusive of all improvements with the SR-7 right-of-way) and Lulfs Road to the proposed public park site.

- B. For the entirety of Pod 6 within the plat boundaries, no Building Permit applications shall be accepted prior to Final Master Plat approval. No conditional building permits per Sec. 22-24 of Village Code shall be issued for non-residential properties. Building permits shall be issued upon completion and acceptance of the Tier 1 public improvements supporting the plat in accordance with Chapter 22 of Village Code including, but not limited to, the completion of Erica Boulevard from State Road 7 to Tuttle Boulevard (inclusive of all improvements with the SR-7 right-of-way), and Lulfs Road to the proposed public park site.

- C. The public park located in the Tuttle Royale Plat (POD 8) shall be deeded to the Village of Royal Palm Beach prior to or at the same time as Final Plat Approval by the Village Council. Per Secs. 22-3 and 22-24 of the Village Code, the following Tier I subdivision improvements shall be constructed or bonded for the park site prior to final plat approval: the park site shall be well graded and at an average elevation at or above the centerline of Lulfs Road; drainage culverts & inlets shall be stubbed inside the park property; the drainage culverts shall be sized and constructed to an offsite area that will provide drainage, flood plain compensating storage, and water quality for the park site; the assumed impervious area for the park site shall be 50%; gravity sewer and a manhole shall be stubbed inside the park property; a 6.0" watermain shall be stubbed inside the park; and after the completion of the said improvements the park site shall be seeded and mulched. The Master Developer shall be responsible for all costs to complete the subdivision improvements and to record the deed. No building permits shall be issued for the entire Master Development until a certified recorded copy of the deed is provided to the Village. Subdivision improvements for the park site shall be accepted by the Village at a later time, and in accordance with Chapter 22 of the Village Code.

- D. LICENSING, INDEMNIFICATION, INSURANCE, AND NOTICE REQUIREMENTS FOR CONTRACTORS PERFORMING WORK ON VILLAGE-OWNED PROPERTY:

1. Licenses: Contractors performing work on Village property shall maintain all licenses and approvals required to conduct their business at all times.
2. Indemnification: Prior to commencing work on Village property, all contractors performing work on behalf of the Master Developer shall sign an indemnification agreement with the Village that provides in a substantially similar form:

INDEMNIFICATION. Contractor agrees, to the fullest extent permitted by law, to protect, defend, indemnify, and hold harmless the Village, its employees and representatives, from any and all claims, suits, demands, causes of action, and other liabilities including all attorney's fees and court costs, including appeals, for which the Village, its officers, employees and representatives, can or may be held liable as a result of injury (including, but not limited to, sickness, disease and/or death) to persons including Contractor's own employees, or damage to property occurring by reason of any negligent or intentional acts or omissions of the Contractor, its employees or agents in the performance of work on the Village property more particularly described as: _____.

Contractors shall not commence work until the indemnification agreement as stated herein has been approved by the Village.

3. Insurance: Prior to commencing work on Village property, all contractors performing work on behalf of the Master Developer shall maintain the following insurance policies, and such policies shall be written by an insurance company authorized to do business in Florida:
 - a. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
 - b. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
 - c. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 aggregate.

Contractors shall include the Village as an additional insured on the General Liability and Automobile Liability insurance policies required herein. Contractors shall not commence work until all insurance required as stated herein has been obtained and such insurance has been approved by the Village. After work has commenced, contractors shall provide the Village with proof of insurance within ten (10) days upon written demand.

4. Notice: Contractors performing work on behalf of the Master Developer shall not commence work on Village property unless written notice has been provided to the Village at least five (5) business days prior to the commencement of said work. Notice required under this Section shall be provided to the Village Engineering Department.

- E. The Village Engineering Department has prepared a Master Easement list attached hereto as Exhibit C. Existing easements shall be abandoned, and new easements shall be recorded in accordance with the deadlines stated therein.

- G. The bridge and spine road known as Tuttle Boulevard is governed by a Right-of-Way Encroachment Agreement recorded at ORB 30553/PG 10 of the Public Records of Palm Beach County, Florida. A substantially similar agreement shall be required for the public portions of Lulfs Road and Erica Boulevard prior to Tier I acceptance by the Village.

- H. Payment in the amount of \$57,300.00 shall be required by the Master Developer as payment in lieu of the required park dedication to account for the 0.191 acres, depicted as Access Easement 3 (AE-3) on the Tuttle Royale Plat, previously included as usable park area within POD 8 but since reallocated for access purposes to accommodate the increased roadway width serving POD 4, reducing the dedicated acreage of usable park space from 10.7 to 10.509 acres for fee calculation purposes only.

- I. Upon acceptance of POD 8 (the park site) by the Village Council, and recordation of the deed, the Village shall be the fee simple owner of said parcel. Although POD 8 is located within the Tuttle Royale Master Development, the Village shall not be a member of the Master Property Owner's Association, and shall not be responsible for, or liable for, any Master Association costs, expenses, liabilities or assessments.

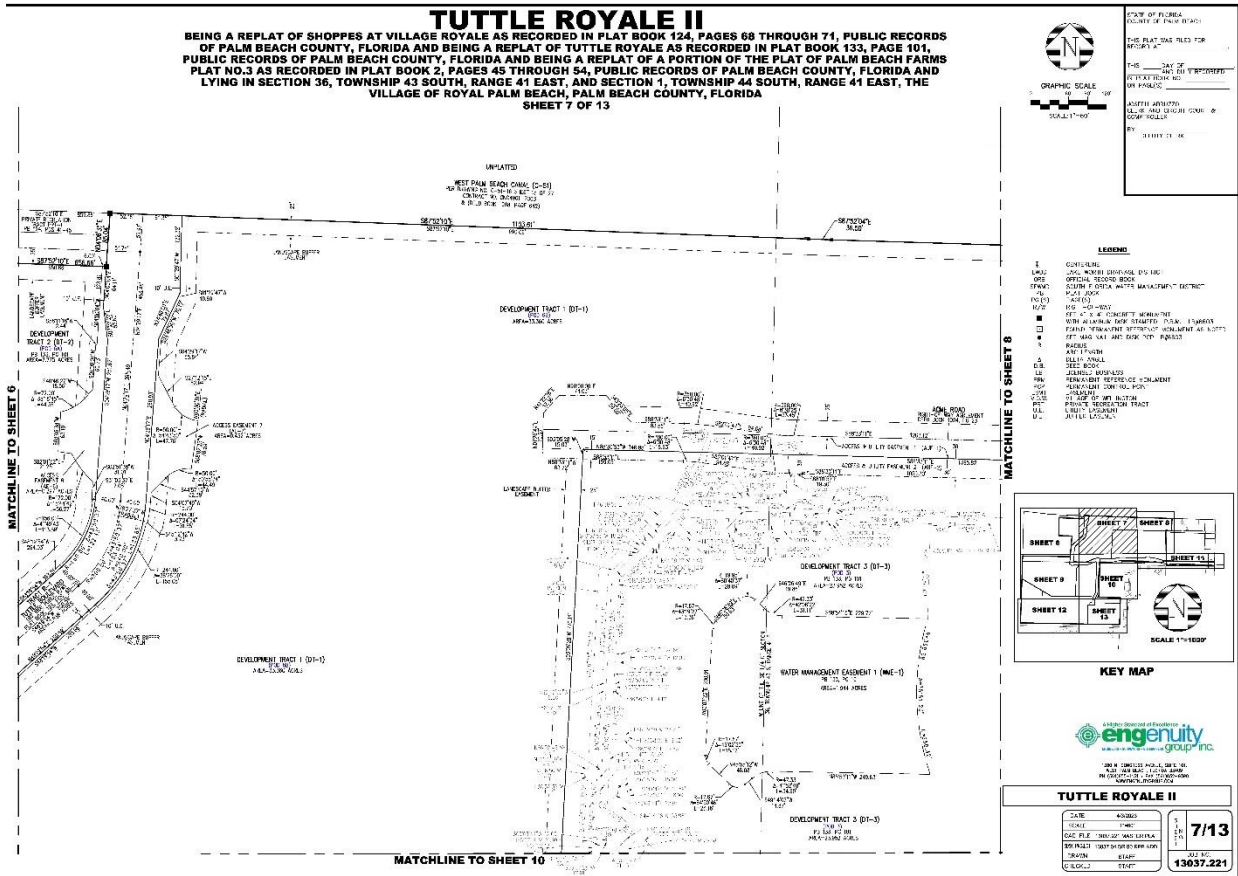
- J. Southern Blvd. Villas, LLC currently owns PCN # 72-41-43-36-00-000-5030; 72-41-43-36-00-000-5040; and 72-41-44-01-00-000-1060. Portions of Erica Boulevard are intended to be constructed over these parcels. Southern Blvd. Villas, LLC shall convey these parcels to the Tuttle Royale Property Owners Association, Inc. within ten (10) days after Master Final Plat approval. No building permits shall be issued for the entire Master Development until a certified recorded copy of the deed is provided to the Village. Transfer of land ownership and/or maintenance responsibilities to the Master Property Owner's Association for the remainder of Tuttle Boulevard, Erica Boulevard, and Lulfs Road shall occur per the Tuttle Royale Master Plat, the Right-of-Way Encroachment Agreement recorded at ORB 30553/PG 10 of the Public Records of Palm Beach County, Florida (and the future ROW Encroachment Agreement for Erica Boulevard and Lulfs Road per condition G. above), the Lowes Easement Agreement recorded at ORB 30459/PG 1338 of the Public Records of Palm Beach County, Florida, and the Discount Tire Easement Agreement recorded at ORB 30554/PG 1 of the Public Records of Palm Beach County, Florida.

- K. The developer must schedule a pre-application meeting with the South Florida Water

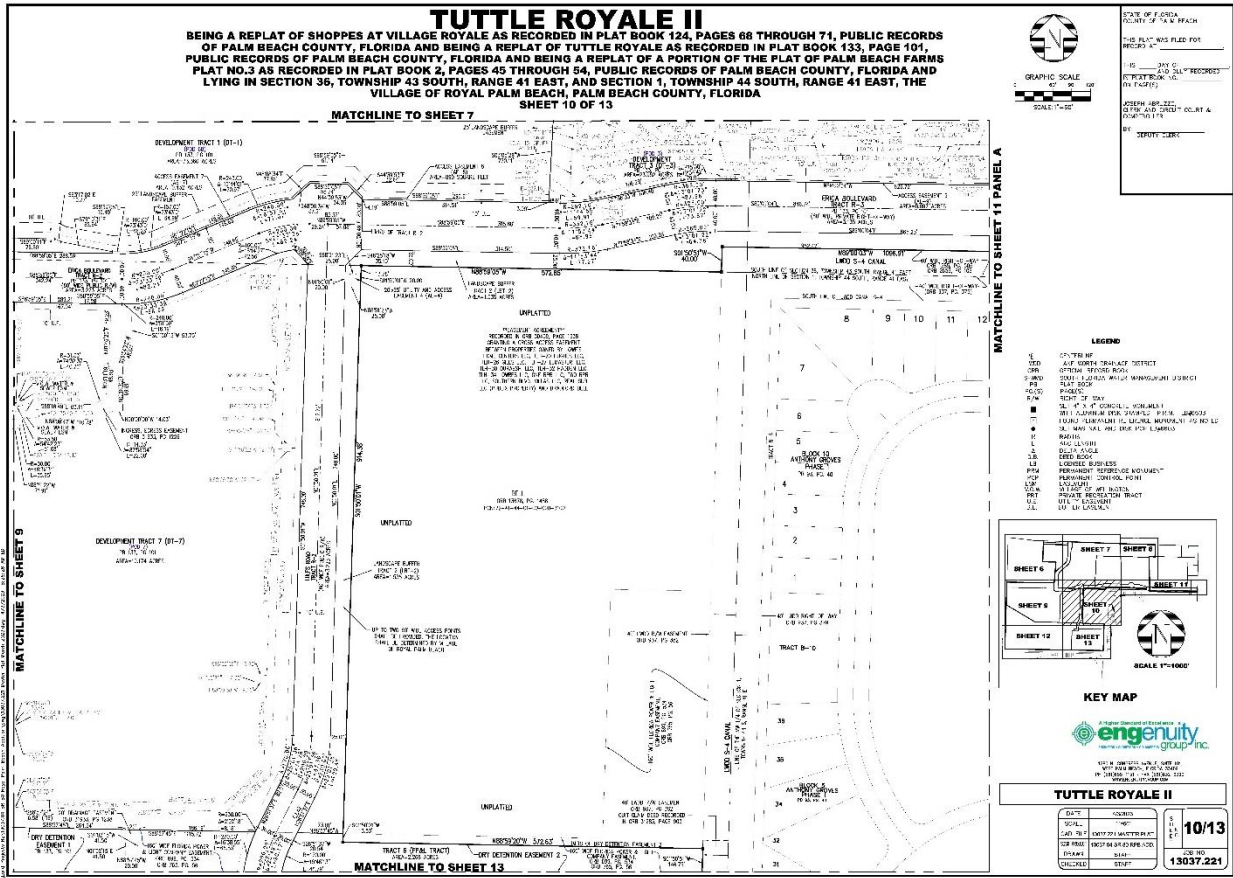
Management District (SFWMD) and the Village Engineer or their designee. The SFWMD meeting will be to request permission to re-grade and sod all SFWMD right of way south of the C-51 canal and contiguous to Pod 6 and Tuttle Boulevard. The developer shall mow and maintain the right-of-way on a bi-weekly basis. If SFWMD agrees to allow and/or issue a permit for the improvements, the developer must complete the improvements prior to issuance of the first certificate of occupancy (CO). If SFWMD refuses to allow and/or issue a permit to perform the improvements within one (1) year of the pre-application meeting, the condition will be withdrawn. If SFWMD allows only a portion of the improvements, then that portion would still be required.

- L. Developer shall complete the northeast access roadway connection which runs east to west between Pod 3 and Pod 6 and connects to the existing Lowe's Road prior to issuance of the first CO.
- M. Developer agrees that the Tuttle Royale Property Owners Association, Inc. shall have the perpetual maintenance obligation for all sidewalks along Tuttle Boulevard, including all portions of sidewalk within the Village-owned roadway parcel.
- N. The Lowe's Access Easement Agreement addressing sidewalk installation and maintenance in the vicinity of the Lowe's property must be approved in form by the Village Attorney, executed and recorded in the Public Records of Palm Beach County, Florida prior to Final Plat approval of Tuttle Royale II by the Village of Royal Palm Beach.
- O. The First Amendment to Master Declaration of Covenants, Restrictions and Easements for Tuttle Royale must be approved in form by the Village Attorney, executed and recorded in the Public Records of Palm Beach County, Florida prior to Final Plat approval of Tuttle Royale II by the Village of Royal Palm Beach.
- P. Additional access easements AE-6 (for Pod 6), AE-7 (for Pod 6), AE-8 (for Pod 6), AE-9 (for Pod 3), AE-10 (for RT-1) and any other access easements required by the Village of Royal Palm Beach for Tuttle Royale II must be approved in form by the Village Attorney, executed and recorded in the Public Records of Palm Beach County, Florida prior to Final Plat approval of Tuttle Royale II by the Village of Royal Palm Beach.

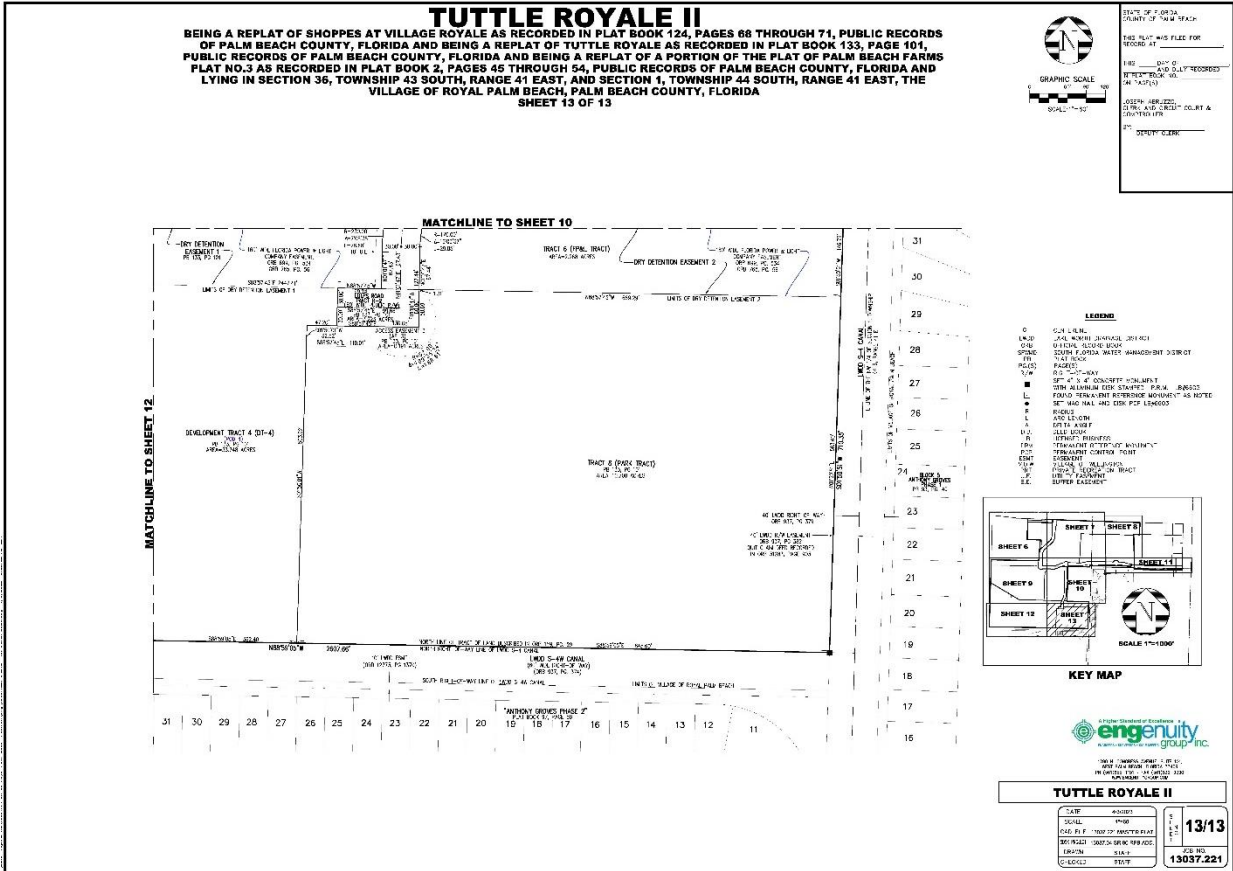
**Attachment B Cont'd
Preliminary Plat
Tuttle Royale II
Application No. 22-105 (PP)
Resolution No. 23-11**



**Attachment B Cont'd
Preliminary Plat
Tuttle Royale II
Application No. 22-105 (PP)
Resolution No. 23-11**



Attachment B Cont'd Preliminary Plat Tuttle Royale II Application No. 22-105 (PP) Resolution No. 23-11



RESOLUTION NO. 23-11

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, APPROVING LAND DEVELOPMENT APPLICATION NO. 22-105 (PP) – THE APPLICATION OF URBAN DESIGN STUDIO – PERTAINING TO PRELIMINARY PLAT APPROVAL FOR A 165.371± ACRE PARCEL OF LAND LOCATED ON SOUTH SIDE OF SOUTHERN BOULEVARD APPROXIMATELY 0.27 MILES WEST OF STATE ROAD 7 (US 441), IN THE VILLAGE OF ROYAL PALM BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Village Council of the Village of Royal Palm Beach, Florida (“Village”), as the governing body, pursuant to the authority vested in Chapter 163 and Chapter 166 Florida Statutes, is authorized and empowered to consider applications relating to zoning and land development; and

WHEREAS, the notice and hearing requirements provided for in the Village Code have been satisfied where applicable; and

WHEREAS, Application No. 22-105 (PP) was presented to the Village Council at its public hearing conducted on April 20, 2023; and

WHEREAS, the Village Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of the various Village review agencies, boards, and commissions, where applicable; and

WHEREAS, this approval is subject to all applicable Zoning Code requirements that development commence in a timely manner.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, THAT APPLICATION NO. 22-105 (PP), THE APPLICATION OF URBAN DESIGN STUDIO, ON A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PLEASE SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

Was approved, subject to the following conditions:

PLEASE SEE EXHIBIT “B” ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 20th day of April, 2023.

VILLAGE OF ROYAL PALM BEACH

MAYOR FRED PINTO

ATTEST:

(SEAL)

DIANE DISANTO, VILLAGE CLERK

Exhibit A
Legal Description
Tuttle Royale II
Application No. 22-1-5(PP)
Resolution No. 23-11

LEGAL DESCRIPTION – TUTTLE ROYALE II

A PARCEL OF LAND BEING A REPLAT OF TUTTLE ROYALE AS RECORDED IN PLAT BOOK 133, PAGE 101, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING A REPLAT OF A PORTION OF THE PLAT OF PALM BEACH FARMS PLAT NO.3 AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, LYING WITHIN THE MUNICIPAL LIMITS OF THE VILLAGE OF ROYAL PALM BEACH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 36, N89°00'03"W, A DISTANCE OF 234.75 FEET; THENCE LEAVING SAID SOUTHERLY SECTION LINE, S01°37'59"W A DISTANCE OF 40.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THE LAKE WORTH DRAINAGE DISTRICT S-4E CANAL (114' WIDE RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORD BOOK 2659, PAGE 109 AND OFFICIAL RECORD BOOK 937, PAGE 375, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO.7 (U.S. HIGHWAY NO. 441) AS RECORDED IN OFFICIAL RECORD BOOK 5308, PAGE 199, OFFICIAL RECORD BOOK 5345, PAGE 591, AND OFFICIAL RECORD BOOK 10084, PAGE 365, AND BEING THE POINT OF BEGINNING; SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE PLAT OF GROVES AT ROYAL PALM, AS RECORDED IN PLAT BOOK 100, PAGES 158-160 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE ALONG THE NORTHERLY LINE OF SAID PLAT, ALSO BEING THE SOUTHERLY LINE OF SAID LWDD CANAL S-4E, N89°00'03"W A DISTANCE OF 1262.03 FEET; THENCE LEAVING SAID LINE, N01°05'13"W A DISTANCE OF 114.08 FEET TO A POINT ON THE NORTHERLY LINE OF THE LAKE WORTH DRAINAGE DISTRICT S-4E CANAL (80' WIDE RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORD BOOK 937, PAGES 375, AND 382 AND AUXILIARY POINT A; THENCE ALONG SAID NORTHERLY LINE, S89°03'00"E A DISTANCE OF 1264.80 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO.7; THENCE ALONG SAID RIGHT-OF-WAY LINE S00°18'24"W A DISTANCE OF 114.01 FEET TO THE POINT OF BEGINNING.

THENCE FROM AUXILIARY POINT A, N89°00'03"W A DISTANCE OF 14.46 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 14°27'49"; THENCE ALONG AND WITH SAID CURVE FOR A DISTANCE OF 40.39 FEET TO THE POINT OF TANGENCY; THENCE N74°32'19"W A DISTANCE OF 26.92 FEET; THENCE S01°05'13"E A DISTANCE OF 45.81 FEET; THENCE N89°00'03"W A DISTANCE OF 1096.91 FEET; THENCE S01°50'51"W A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH LINE OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST; THENCE ALONG SAID SOUTH LINE N88°59'05"W A DISTANCE OF 572.85 FEET; THENCE LEAVING SAID SOUTH LINE S01°50'01"W A DISTANCE OF 914.38 FEET;

THENCE S88°59'20"E A DISTANCE OF 572.63 FEET TO A POINT ON THE WEST LINE OF A 80 FOOT WIDE LAKE WORTH DRAINAGE DISTRICT CANAL EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 937, PAGES 378, 379 AND 382, PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE ALONG SAID WEST LINE S01°50'51"W A DISTANCE OF 710.35 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE 60 FOOT S-4W CANAL FOR LAKE WORTH DRAINAGE DISTRICT AS RECORDED IN OFFICIAL RECORD BOOK 937, PAGE 374, PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE N88°59'05"W A DISTANCE OF 2607.66 FEET TO A POINT ON THE WESTERLY SECTION LINE OF SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST; THENCE ALONG SAID WESTERLY SECTION LINE N01°50'01"E A DISTANCE OF 1624.68 FEET TO THE SOUTHWEST CORNER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID SECTION 36, N01°30'19"E, A DISTANCE OF 142.27 FEET; THENCE LEAVING SAID WESTERLY SECTION LINE, S88°59'05"E A DISTANCE OF 1252.51 FEET; THENCE N04°44'26"E A DISTANCE OF 550.90 FEET; THENCE N88°59'05"W A DISTANCE OF 348.57 FEET; THENCE N01°30'19"E A DISTANCE OF 471.00 FEET; THENCE S87°52'10"E A DISTANCE OF 656.66 FEET; THENCE N04°06'31"E A DISTANCE OF 85.04 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE WEST PALM BEACH CANAL (C-51) SAID LINE BASED ON A LETTER FROM BLAIR LITTLEJOHN (COUNSEL TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT), TO JERALD CANTON ESQ. DATED NOVEMBER 29, 2000 (VERIFIED BY MEETING WITH SFWMD MARCH 2007); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S87°52'10"E A DISTANCE OF 1103.60 FEET; THENCE CONTINUE S87°52'04"E A DISTANCE OF 36.50 FEET; THENCE S88°13'01"E A DISTANCE OF 957.09 FEET TO THE CENTERLINE OF THE LAKE WORTH DRAINAGE DISTRICT S-4 CANAL EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 937, PAGE 382 OF SAID PUBLIC RECORDS, THENCE S88°18'13"E A DISTANCE OF 210.43 FEET TO THE NORTHWEST CORNER OF LOWE'S HOME CENTER, AS RECORDED IN PLAT BOOK 87, PAGES 193-195 OF SAID PUBLIC RECORDS; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID PLAT S01°41'47"W A DISTANCE OF 320.01 FEET; THENCE CONTINUE ALONG SAID PLAT LINES N88°18'13"W A DISTANCE OF 154.82 FEET; THENCE S01°05'13"E A DISTANCE OF 805.67 FEET TO AUXILIARY POINT A.

CONTAINING 165.371 ACRES MORE OR LESS.

Exhibit B
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Tuttle Royale II
Application No. 22-105(PP)
Resolution No. 23-11

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- L. Developer shall complete the northeast access roadway connection which runs east to west between Pod 3 and Pod 6 and connects to the existing Lowe's Road prior to issuance of the first CO.
- M. Developer agrees that the Tuttle Royale Property Owners Association, Inc. shall have the perpetual maintenance obligation for all sidewalks along Tuttle Boulevard, including all portions of sidewalk within the Village-owned roadway parcel.
- N. The Lowe's Access Easement Agreement addressing sidewalk installation and maintenance in the vicinity of the Lowe's property must be approved in form by the Village Attorney, executed and recorded in the Public Records of Palm Beach County, Florida prior to Final Plat approval of Tuttle Royale II by the Village of Royal Palm Beach.
- O. The First Amendment to Master Declaration of Covenants, Restrictions and Easements for Tuttle Royale must be approved in form by the Village Attorney, executed and recorded in the Public Records of Palm Beach County, Florida prior to Final Plat approval of Tuttle Royale II by the Village of Royal Palm Beach.
- P. Additional access easements AE-6 (for Pod 6), AE-7 (for Pod 6), AE-8 (for Pod 6), AE-9 (for Pod 3), AE-10 (for RT-1) and any other access easements required by the Village of Royal Palm Beach for Tuttle Royale II must be approved in form by the Village Attorney, executed and recorded in the Public Records of Palm Beach County, Florida prior to Final Plat approval of Tuttle Royale II by the Village of Royal Palm Beach.