

Agenda Item # R -1

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

Agenda Item:

PUBLIC HEARING PURSUANT TO SEC. 163.3225(1), *FLORIDA STATUTES*, BY THE VILLAGE COUNCIL TO CONSIDER APPLICATION NO. 23-081 (DA) REQUESTING APPROVAL OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE AND THE DEVELOPER TO REVISE THE MINIMUM UNIT SIZES AND AVERAGE UNIT SIZES TO ACCOMMODATE TWO (2) ADDITIONAL UNITS FOR THE TUTTLE ROYALE POD 3 MULTIFAMILY DEVELOPMENT LOCATED APPROXIMATELY 0.27 MILES WEST OF THE STATE ROAD 7; BY AGENT: LENTZY JEAN-LOUIS OF URBAN DESIGN STUDIO.

Issue:

The applicant is requesting approval of an Amended and Restated Development Agreement between the Village of Royal Palm Beach and the Developer of the “Southern Boulevard Properties POD 3”, in accordance with Sections 163.3220-163.3243, *Florida Statutes*, the Florida Local Government Development Agreement Act (the “Act”).

The original Development Agreement was approved by the Village in 2019 and recorded in the Official Records of Palm Beach County, Florida at Book 30752, Page 0667. The current request is to revise the minimum unit sizes and average unit sizes to accommodate two (2) additional units for the Tuttle Royale Pod 3 Multifamily development.

The applicant is proposing a reduction in minimum floor area unit sizes as follows:

Unit Type	Proposed Minimum Unit Sizes	Code Required Minimum Unit Size	Difference
1 Bedroom	795 ft ² units & 816 ft ² units	1,000 ft ²	-205 ft ² units & -184 ft ² units
2 Bedroom	1,093 ft ² units	1,200 ft ²	-107 ft ²
3 Bedroom	1,335 ft ² units	1,350 ft ²	-15 ft ²
Townhouses	1,626 ft ² units		

Initiator: Village Manager Agenda Date Village Council

Director of P & Z Approval 9-21-2023 Action

Village Code also specifies a minimum average unit size of 1,200 square feet for each building within the development. The applicant is proposing a minimum average building size for the buildings listed in the table below.

AVERAGE PER BUILDING	1,200 SF
TYPE I.1	989
TYPE I.3	1,042
TYPE IV.1	944
TYPE IV.2	958
TYPE IV.3	1,164
TYPE V	958
TYPE VI.1	1,626

The applicant contends that the proposed development consists of 320 multi-family homes within 13 separate buildings and plentiful community features such as a pool, clubhouse, fitness center, vegetable garden, outdoor dining areas, playfield, picnic area, tot lot, dog park, and volleyball court as well as numerous walking trails for future residents to enjoy. In order to achieve the desired amount of amenities and spacing for the proposed development, a reduction to the size of several of the multi-family units is being requested at this time. The reduction in the size of the units is needed to address demand within the current housing market as families and individuals seek to maximize their relationship with their local communities and outdoor experiences rather than desiring to live in housing with excessive levels of space and impervious land area.

As stated throughout the request, the applicant contends that the proposed multi-family development will meet or exceed a majority of the Village code requirements and regulations and will ultimately aspire to create another source of pride for the Village of Royal Palm Beach. The development implements the use of innovative land planning and development techniques which will allow for the successful development of the subject property while also creating a more desirable and attractive development located within the Village of Royal Palm Beach.

A Development Agreement was approved for this project in 2019 and this Development Agreement is to add the two (2) additional units, therefore Staff is in support of the Development Agreement.

Initiator:	Village Manager	Agenda Date	Village Council
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The Planning and Zoning Commission considered this application on September 18, 2023, and recommended Approval by a vote of _____.

Recommended Action:

Staff is recommending Approval of Application No. 23-081 (DA) and its associated Amended and Restated Development Agreement.

Initiator:	Village Manager	Agenda Date	Village Council
Director of P & Z	Approval	9-21-2023	Action

This Instrument Prepared by
and when recorded returned to:
Benjamin L. Sadler, Esq.
200 N. Clematis Street
Suite 200
West Palm Beach, FL 33401

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BETWEEN
VILLAGE OF ROYAL PALM BEACH, FLORIDA
AND
SOUTHERN BLVD. VILLAS, LLC

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN VILLAGE OF ROYAL PALM BEACH, FLORIDA AND SOUTHERN BLVD. VILLAS, LLC ("**Agreement**") dated this ___ day of _____, 2023, by and between SOUTHERN BLVD. VILLAS, LLC, a Florida limited liability company (the "**Developer**"), having a mailing address of One N. Clematis Street, Suite 200, West Palm Beach, FL 33401 and the VILLAGE OF ROYAL PALM BEACH, FLORIDA, a municipal corporation duly organized by the laws of the State of Florida, whose mailing address is 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411 ("**Village**").

WITNESSETH:

WHEREAS, the Village wishes to encourage development of the land annexed into the Village generally located west of State Road 7 and south of Southern Boulevard (the "**Property**"); and

WHEREAS, Developer has purchased the Property as legally described within Exhibit "A" as attached hereto and incorporated herein; and

WHEREAS, the Developer is developing a multi-family residential project on the Property (the "**Project**"), as identified on the site plan dated May 16, 2019, set forth within Exhibit "B" which site plan has received final approval from the Village (the "**Site Plan**"); and

WHEREAS, Section 26-86(4)(h) of the Village's Land Development Regulations ("**LDR**") for RM-14 zoning provides that the minimum floor area requirements for dwelling units begin at 1,000 square feet; and

WHEREAS, the Developer desires to develop dwelling units at minimum sizes less than provided for in LDR Section 26-86(4)(h); and

WHEREAS, LDR Section 26-86(4)(h) provides that a developer may develop multifamily residential dwelling units at a minimum size less than provided for in the LDR if a developer agreement pursuant to Chapter 163, Fla. Stat., is entered into between the developer and the Village under the terms set for therein; and

WHEREAS, the Village Council of the Village of Royal Palm Beach approved a developer agreement on May 16, 2019; and

WHEREAS, the Developer has requested a modification of the previously approved site plan (minor) which results in modification to the unit sizes and required an amendment to the previously approved development agreement; and

WHEREAS, the purpose of this Amended and Restated Development Agreement, consistent with the requirements of LDR Section 26-86(4)(h), is to establish conditions which will result in the Developer making certain additional improvements to the Project to mitigate the impact of the reduction to the minimum square footage of the dwelling units in the Project; and

WHEREAS, the Developer and the Village intend for this Development Agreement to be construed and implemented so as to effectuate its purpose and the purpose and intent of the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Fla. Stat. (2011); and

WHEREAS, the Property is designated as MFH - Multifamily High Density Residential - in the Village of Royal Palm Beach Comprehensive Plan, and zoned as RM-14, Multifamily Residential (up to 14 units per gross acre) in the Existing Zoning (as that term is defined hereinafter); and

WHEREAS, the Developer and the Village mutually desire that the Property be developed as permitted in the Existing Zoning, the Comprehensive Plan, and this Agreement; and

WHEREAS, Chapter 163, Fla. Stat., specifically provides for and authorizes local governments to enter into development agreements; and

WHEREAS, the Village has conducted two public hearings prior to entering into this Agreement, on _____ and on _____, both of which were properly noticed by publication in a newspaper of general circulation and by mailed notice to the affected property owners, in accordance with Section 163.3225, Fla. Stat.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Village and Developer mutually agree and bind themselves as set forth herein:

The parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement. This covenant shall be binding upon, and inure to the benefit of the parties, their successors and assigns.

1. Recitals; Exhibits. The recitals set forth herein are true and correct and are incorporated into and made a part of this Agreement. The attached exhibits shall be deemed adopted and incorporated into the Agreement; provided, however, that this Agreement shall be deemed to control in the event of a conflict between the attachments and this Agreement.

2. Definitions. All terms shall have the same definition as set forth in Section 163.3221, Fla. Stat. (2018) unless a different definition is specified herein.

“Agreement” means this Development Agreement between the Village and the

Developer.

“Village” means the Village of Royal Palm Beach, a municipal corporation duly organized by the laws of the State of Florida, and all departments, agencies and instrumentalities subject to the jurisdiction thereof.

“Comprehensive Plan” means a plan adopted by the Village pursuant to the Community Planning Act, which plan was in effect as of the Effective Date of this Agreement.

“Concurrency Requirements” means all those requirements imposed by Section 163.3180, Fla. Stat. (2013) in conjunction with the applicable Village Laws in effect as of the Effective Date of this Agreement.

“County” means Palm Beach County, a political subdivision of the State of Florida.

“Development” means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), Fla. Stat. (2018).

“Effective Date” is the date this instrument has been properly recorded in the public records of the County pursuant to Section 163.3239, Fla. Stat. (2011).

“Existing Zoning” is (a) the Village’s Future Land Use Map designation of “MFH - Multifamily High Density Residential” for the Property in effect as of the Effective Date of this Agreement; (b) the Village’s zoning map designation for the Property as “RM-14, Multifamily Residential (up to 14 units per gross acre)” in effect as of the Effective Date of this Agreement; and (c) the associated Village Comprehensive Plan Goals, Policies and Objectives, the LDR, and other Village Ordinances in effect as of the Effective Date of this Agreement.

“Land” means the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as land.

“Laws” means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of land.

“Property Interest” means any interest or rights in real property or appurtenances of the Property including, but not limited to, fee simple, leasehold, condominium, transferable development right or air rights and licenses, however acquired, including any interests or rights in real property acquired through foreclosure, deed in lieu of foreclosure or any other realization of a security interest in real property. Without limiting the foregoing, a Community Development District and/or a master property owners’ association with appropriate authority relating to the Property shall be deemed to hold a Property Interest.

“Public Facilities” means major capital improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

“Site Plan” means the approved graphic and informative representation of the specific design solution for the Project or a development phase thereof.

“Project” means the development submitted for development approval by the Developer to the Village as set forth on the Site Plan.

3. Applicability; Legal Description. This Agreement applies only to the land located within the boundaries of the legal description as set forth and incorporated herein as Exhibit “A”.

4. Duration and Effective Date. This Agreement shall have a term of ten (10) years from the Effective Date and shall be recorded within fourteen (14) days after the execution by the parties in the Public Records of Palm Beach County, but in no event later than one hundred eighty (180) days after Site Plan approval. This Agreement shall become effective on the Effective Date and shall constitute a covenant running with the land. The term of this Agreement may be further extended beyond the term set forth in this Agreement by mutual consent of the Village and the Developer, subject to public hearings in accordance with Section 163.3225, Fla. Stat. (1986). Notwithstanding anything contained herein to the contrary, should Developer not hold fee simple title to all parcels, both public and private, within the Property one hundred eighty (180) days after approval by the Village of the Site Plan, then this Development Agreement shall be null and void with no further obligations to either party hereto. Upon termination of this Agreement, Village shall record a termination of this Agreement in the public records of Palm Beach County, Florida.

5. Additional Conditions of Development. In order to better protect the community from any perceived impact resulting from any reduction of dwelling unit sizes as sought by the Developer as reflected in Exhibit “D” attached hereto and incorporated herein, the Developer has voluntarily agreed to comply with the additional conditions of development for the Project as set forth in Exhibit “C” attached hereto and incorporated herein.

6. Permitted Development Uses and Building Intensities.

(a) Zoning. The Property falls within the Village’s RM-14 zoning designation. The RM-14 zoning district regulations in effect as of the date of this Agreement are attached hereto as Exhibit “E” except as specifically modified by Exhibit “D” concerning the permitted dwelling size reductions. In approving the Project, the Village has determined that the uses, intensities and densities of development permitted thereunder are consistent with the Existing Zoning.

(b) Density, Intensity, Use and Building Heights.

(1) As of the Effective Date and pursuant to the Existing Zoning, the density permitted on the Property is fourteen (14) units per gross acre.

(2) The height for any development on the Property shall be regulated by the Existing Zoning.

7. Concurrency; Public Facilities; Impact Fee Credits.

(a) Concurrency.

(1) As of the Effective Date, the following Public Facilities are able to service the Project: water and sewer; streets and traffic; drainage; parks and recreational; open space; solid waste; and schools.

(2) During the term of this Agreement, the Project shall be required to satisfy all concurrency obligations which, at the time of Site Plan approval, are required by the Village Code. Those obligations must be met prior to the issuance of the first building permit, at which time this obligation shall be deemed satisfied. As to recreation concurrency, see provisions of Exhibit "C" regarding community amenities planned for the Project.

(3) The Village shall within the parameters of its jurisdiction and services, reserve sufficient infrastructure capacities and shall cause them to remain available to serve this Project including, without limitation, with respect to water and sewer, streets and traffic, parks and open space, solid waste, drainage and schools.

(4) All subsequent development orders or permits sought to be issued which are in conformity with the Existing Zoning are hereby found to meet Concurrency Requirements so long as the Developer develops the Property in compliance with the approved Site Plan.

8. Local Development Permits. A description of the local development permits anticipated to be requested for approval and issuance for the future development of the Project (the "**Approvals**") is set forth and incorporated herein as Exhibit "B". The Approvals, Existing Zoning and this Agreement establish the criteria upon which the Property shall be developed during the term of this Agreement.

9. Existing Zoning Regulation Amendments.

(a) The Approvals, Existing Zoning and this Agreement shall govern development of the Property for the term of this Agreement. The Village's laws and policies adopted after the Effective Date may be applied to the Property only if the determinations required by Section 163.3233(2), Fla. Stat. (1986) have been made after 30 days written notice to the Developer and at a public hearing.

(b) Pursuant to Section 163.3233(3), Fla. Stat. (1986), the ability to modify Existing Zoning Regulations after the Effective Date supplements, rather than supplants, any rights that may vest to the Developer under Florida or Federal law. Any such actions taken by the Village shall not abrogate any rights that may vest pursuant to common law.

10. Phasing of Development. Consistent with Section 163.3227(2), Fla. Stat. (1991), it is the intent of the Developer to retain the right to develop the Project in phases.

11. Consistency with Comprehensive Plan and Land Development Regulations. The Village hereby finds that development of the Project is consistent with the Village's Comprehensive Plan and the LDR in effect as of the Effective Date of this Agreement. The Village further hereby affirms that its Comprehensive Plan and any plan amendments implementing or related to this Agreement have been found to be in compliance by the state land planning agency as required by Section 163.3229, Fla. Stat. (2011).

12. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, license or restriction in effect on the Effective Date shall not relieve the Developer of the necessity of complying with the regulation governing said permitting requirements, conditions, fees, terms, licenses or restrictions as long as compliance with said regulation and requirements does not require any Developer to develop a Property in a manner that is inconsistent with Existing Zoning and/or the Agreement.

13. Reservation of Development Rights.

(a) For the term of this Agreement, the Village hereby agrees that it shall permit the development of the Property in accordance with the Existing Zoning and this Agreement.

(b) The expiration or termination of this Agreement shall not be considered a waiver of, or limitation upon, the rights including, but not limited to, any claims of vested rights or equitable estoppel obtained or held by any Developer or its successors or assigns to continue development of the Property in conformity with Existing Zoning and all prior and subsequent development permits or development orders granted by the Village.

14. Annual Review.

(a) The Village may review the development that is subject to this Agreement every 12 months, commencing 12 months after the Effective Date for the term of the Agreement. The Village shall begin the review process by giving notice to the Developer, a minimum of thirty (30) days prior to the anniversary date of the Agreement of its intention to undertake the annual review of this Agreement.

(b) Any information required of the Developer during an annual review shall be limited to that necessary to determine the extent to which the Developer is proceeding in good faith to comply with the terms of this Agreement.

(c) If the Village finds on the basis of competent substantial evidence that there has been a failure to comply substantially with the terms of the Agreement, the Village shall provide the Developer with a reasonable time to cure any failure before the Village takes any action to terminate or amend this Agreement as provided herein.

15. Notices.

(a) All notices, demands and requests which may or are required to be given hereunder shall, except as otherwise expressly provided, be in writing and delivered by personal service or sent by United States Registered or Certified Mail, return receipt requested, postage prepaid, or by overnight express delivery, such as Federal Express, to the parties hereto at the addresses listed below. Any notice given pursuant to this Agreement shall be deemed given when received. Any actions required to be taken hereunder which fall on Saturday, Sunday or United States legal holidays shall be deemed to be performed timely when taken on the succeeding day thereafter which shall not be a Saturday, Sunday or legal holiday.

To the Village: Village Manager
Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33411

With a copy to: Village Attorney

To the Developer: Southern Blvd. Villas, LLC
1 North Clematis Street, Suite 200
West Palm Beach, Florida 33401

Attn: General Counsel

(b) Any party to this Agreement may change its notification address(es) by providing written notification to the remaining party pursuant to the terms and conditions of this section.

16. Exclusive Venue, Choice of Law, Specific Performance. It is mutually understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Florida both as to interpretation and performance and that any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereof shall be instituted only in the courts of the State of Florida, and venue for any such actions shall lie exclusively in a court of competent jurisdiction in the County. In addition to any other legal rights, the Village and the Developer shall each have the right to specific performance of this Agreement in court. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties hereto consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

17. No Oral Change or Termination. This Agreement and the exhibits and appendices appended hereto and incorporated herein by reference, if any, constitute the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement supersedes any prior agreements or understandings between the parties hereto with respect to the subject matter hereof, and no change, modification or discharge hereof in whole or in part shall be effective unless such change, modification or discharge is sought. This Agreement cannot be changed or terminated orally.

18. Compliance with Applicable Law. Subject to the terms and conditions of this Agreement, throughout the term of this Agreement, the Developer and Village shall comply with all applicable federal, state or local laws, rules regulations, codes, ordinances, resolutions, administrative orders, permits, policies and procedures and orders that govern or relate to the respective party's obligations and performance under this Agreement, all as they may be amended from time to time.

19. Representations. Each party hereto represents to the other that this Agreement has been duly authorized, delivered and executed by such party and constitutes the legal, valid and binding obligation of such party, enforceable in accordance with its terms.

20. Presumptions Inapplicable. This Agreement shall be deemed to have been drafted by both the Developer and the Village equally and any presumptions existing in interpretation hereof against the drafter shall be inapplicable.

21. No Exclusive Remedies. No remedy or election given by any provision in this Agreement shall be deemed exclusive unless expressly so indicated. Wherever possible, the remedies granted hereunder upon a default of the other party shall be cumulative and in addition to all other remedies at law or equity arising from such event of default except where otherwise expressly provided.

22. Failure to Exercise Rights not a Waiver; Waiver Provisions. The failure by either party hereto to promptly exercise any right arising hereunder shall not constitute a waiver of such right unless otherwise expressly provided herein. No waiver or breach of any provision of this

Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

23. Events of Default.

(a) Developer shall be in default under this Agreement if Developer fails to perform or breaches any term, covenant or condition of this Agreement which is not cured within thirty (30) days after receipt of written notice from the Village specifying the nature of such breach; provided, however, that if such breach cannot reasonably be cured within thirty (30) days, then Developer shall not be in default if it commences to cure such breach within said thirty (30) day period and diligently prosecutes such cure to completion.

(b) The Village shall be in default under this Agreement if the Village fails to perform or breaches any term, covenant or condition of this Agreement and such failure is not cured within thirty (30) days after receipt of written notice from Developer specifying the nature of such breach; provided, however, that if such breach cannot reasonably be cured within thirty (30) days, the Village shall not be in default if it commences to cure such breach within said thirty (30) day period and diligently prosecutes such cure to completion.

24. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent hereafter be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

25. Assignment and Transfer. This Agreement shall be binding on the Developer and its successors and assigns, including the successor heir or assign of any assignee of any Property Interest. Developer may not assign, in whole or in part, this Agreement or any of its rights and obligations hereunder to an unrelated or unaffiliated party except a joint venture partner, without the prior written consent of the Village after public hearing.

26. Lack of Agency Relationship. Nothing contained herein shall be construed as establishing an agency relationship between the Village and the Developer and neither Developer nor its employees, agents, contractors, subsidiaries, divisions or affiliates shall be deemed agents, instrumentalities, employees or contractors of the Village for any purpose hereunder, and the Village, its contractors, agents and employees shall not be deemed contractors, agents or employees of Developer or its subsidiaries, divisions or affiliates.

27. Cooperation; Expedited Permitting and Time is of the Essence.

(a) The parties hereto agree to cooperate with each other to the full extent practicable pursuant to the terms and conditions of this Agreement.

(b) The parties hereto agree that time is of the essence in all aspects of their respective and mutual responsibilities pursuant to this Agreement.

(c) Notwithstanding the foregoing, the Village shall not be obligated to issue development permits to the extent Developer does not comply with the applicable requirements of the Existing Zoning, this Agreement and applicable building codes.

28. Enforcement.

(a) In the event that Developer, its successors and/or assigns fails to act in accordance with the terms of the Existing Zoning, the Village shall seek enforcement of said violation upon the subject Property.

(b) Enforcement of this Agreement shall be by action against any party or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the Court may adjudge to be reasonable for the services of his/her/its attorney.

(c) This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

29. Amendment or Termination by Mutual Consent. In addition to the amendment or termination provisions provided in Section 4 hereof, this Agreement may also be amended or terminated during its term by mutual agreement of the Developer and the Village pursuant to Section 163.3225, Fla. Stat. (2011). Prior to amending or terminating this Agreement during its term, the Village shall hold at least two public hearings pursuant to Section 163.3225, Fla. Stat. (2011).

30. Third Party Defense. Village and Developer shall, at their own cost and expense, vigorously defend any claims, suits or demands brought against it by third party threatening the Agreement, challenging its enforceability or objecting to any aspect hereof including, without limitation, any claims for loss, damage, liability or expense (including reasonable attorneys' fees). Village and Developer shall promptly give the other written notice of any such action including those that are pending or threatened and all responses, filings and pleadings with respect thereto.

31. No Third Party Beneficiary. No persons or entities other than the Developer and the Village, their heirs, permitted successors and assigns, shall have any rights whatsoever under this Agreement.

32. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Village and the Developer have caused this Agreement to be duly executed as of the day and year first above written.

WITNESSES:

VILLAGE OF ROYAL PALM BEACH

By: _____
Raymond C. Liggins, P.E., Village Manager

[SEAL]

ATTEST:

Dianne DiSanto, Village Clerk

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2023 by Raymond C. Liggins, P.E. as Village Manager of the VILLAGE OF ROYAL PALM BEACH, on behalf of the municipality. He is () personally known to me or () has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida
Print
Name: _____
Commission No.: _____
My Commission Expires: _____

WITNESSES:

SOUTHERN BLVD. VILLAS, LLC, a Florida limited liability company

By: FCI Residential Corporation,
Its: Manager

Juan C. Porro
Vice President

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2023 by Juan C. Porro, Vice President, FCI Residential Corporation, Manager, SOUTHERN BLVD. VILLAS, LLC, a Florida limited liability company, on behalf of the company. He/she/they is/are personally known to me or () has/have produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida
Print
Name: _____
Commission No.: _____
My Commission Expires: _____

LIST OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Description of all local Development Permits anticipated to be requested for approval and issuance for the Project ("Approvals")
Exhibit "C"	Additional Conditions of Development
Exhibit "D"	Amended Minimum Floor Area per Dwelling Unit
Exhibit "E"	Copy of RM 14 zoning district regulations in effect as of the Effective Date

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE LYING AND BEING IN THE VILLAGE OF ROYAL PALM BEACH, PALM BEACH COUNTY, FLORIDA, BEING DESCRIBED AS "DEVELOPMENT TRACT 3 – DT-3" ON THAT CERTAIN PLAT ENTITLED TUTTLE ROYALE BEING A REPLAT OF SHOPPES AT VILLAGE ROYALE AS RECORDED IN PLAT BOOK 124, PAGES 68 THROUGH 71, 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 A PORTION OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 41 EAST, AND SECTION 1, TOWNSHIP 44 SOUTH, RANGE 41 EAST, THE VILLAGE OF ROYAL PALM BEACH, PALM BEACH COUNTY, FLORIDA DECEMBER 2021, RECORDED IN THE OFFICIAL RECORDS OF PALM BEACH COUNTY, FLORIDA IN PLAT BOOK 133 AT PAGES 101-113.

EXHIBIT "B"

DESCRIPTION OF ALL LOCAL DEVELOPMENT PERMITS ANTICIPATED BY DEVELOPER ALREADY REQUESTED OR TO BE REQUESTED FOR APPROVAL AND ISSUANCE FOR THE PROJECT (THE "APPROVALS")

- Site Plan Review and Approval
- Architectural and Aesthetic Review (AAR)
- Parking Variance
- Landscape Waiver
- Concurrency
- Preliminary and Final Plat for Master Plan
- Building Permits
- Lowes Road Site Plan and Landscape Waiver

Land Development and related Engineering

- Village of Royal Palm Beach On-Site Development Permit/Approval (paving, drainage, water and sewer)
- Lake Worth Drainage District Permit/Approval
- South Florida Water Management District Environmental Resource Permit
- South Florida Water Management District Water Use Permit (if construction dewatering or irrigation wells are proposed)
- Village of Wellington Water and Sewer Permit/Approval
- Palm Beach County Fire Rescue Permit/Approval
- Palm Beach County Public Health Unit Water and Sewer Permit/Approval
- Florida Department of Transportation (driveway and SR 7 modifications; Signal permit for Erica Blvd/SR 7)
- Florida Power and Light (consent agreement for using large easement for detention and road/utility crossings)

EXHIBIT "C"

ADDITIONAL CONDITIONS OF DEVELOPMENT

In order to mitigate any potential impact to the residents as a result of the reduced unit sizes, the Developer will provide additional amenities within the community and the units themselves.

Amenities planned to be provided in the units will include the following:

- Impact resistant windows with energy efficient tinting
- Programmable thermostats
-
- Privacy latches at the front door in all units
- Stainless steel appliances
- European style cabinetry
- Quartz countertops
- Kitchen backsplash
- Vinyl plank flooring throughout the unit
- Walk in closets
- Track lighting
- Delta faucets
- Glass showers
- Front loading washer and dryer
- Fan in the master bedroom
- Garages
- External storage rooms

Community amenities planned for the project include the following:

- A large lake that includes a perimeter jogging path
- Dog park
- Valet trash service for all of the residents
- Detached garages
- Picnic area
- Play field
- Overlook lake pavilion
- Children's playground
- Village commons
- A Community Clubhouse (inclusive of covered patios), with planned amenities such as:
 - o Conference Room
 - o Great Room for socializing
 - o Fully equipped cyber café with Wi-Fi, Computers and printers
 - o Fitness Club with a virtual fitness for yoga and spinning class
 - o A resort-style pool
 - o Grilling Stations
 - o A secondary pavilion at the pool area
 - o Cabanas

In the event a specifically-listed finish or amenity cannot be provided, a substitute of similar or enhanced quality will be substituted.

EXHIBIT "D"
AMENDED MINIMUM FLOOR AREA PER DWELLING UNIT

MINIMUM FLOOR AREA			
		Model 1	Model 2
1 Bedroom	1,000 SF	795 SF	816 SF
2 Bedroom	1,200 SF	1,093 SF	
3 Bedroom	1,350 SF	1,335 SF	
Townhouses		1,626 SF	

AVERAGE PER BUILDING	1,200 SF
TYPE I.1	989
TYPE I.3	1,042
TYPE IV.1	944
TYPE IV.2	958
TYPE IV.3	1,164
TYPE V	958
TYPE VI.1	1,626

EXHIBIT "E"

COPY OF RM 14 ZONING DISTRICT REGULATIONS IN EFFECT AS OF THE EFFECTIVE DATE

[see attached]