

September 26, 2008

MEMORANDUM

PD-244

TO: Honorable Chairman and Members of the Planning and Zoning Commission

FROM: Ronald F. Pianta, AICP, Planning Director

SUBJECT: Request to modify Royal Palms Estates Conditional Plat (P-05-22C) from: public roads and drainage system to private roads and drainage system; convert one stub out (dead end) street to a cul-de-sac; and permit a cul-de-sac street length of 880'

REQUEST

The developer is requesting to modify the approved conditional plat for Royal Palms Estates as follows: to change the public roads and drainage system to private roads and drainage system; to convert one temporary dead end street (Zamia Drive) to a cul-de-sac; and to permit the cul-de-sac street (Zamia Drive) to be 880' in length.

BACKGROUND

The conditional plat was approved by the P&Z on September 12, 2005, the construction drawings were approved by the BCC on March 21, 2006, and the final plat was approved by the BCC on August 22, 2006. The project construction as approved is close to completion.

The developer is requesting to eliminate one stub street (Zamia Drive) by creating a cul-de-sac, and to privatize the streets and drainage system. The developer proposes two gated entrances and one connection to an adjacent forty-acre parcel not owned by the developer. If the P&Z approves the request, the developer will request construction drawing and final plat approvals from the BCC for the cul-de-sac and privatize the roads and drainage system.

Previously, the developer provided two stub out streets to an adjacent forty-acre parcel. The developer and owner of the adjoining forty-acre property have entered into an agreement to provide only one access connection to a vacant forty-acre tract south of Zamia Drive and west of Dracena Drive (see attached).

DISCUSSION:

The subdivision ordinance requires the developer to stub out to adjacent properties every 1320 feet or as otherwise approved by the Planning and Zoning Commission. In addition, the maximum cul-de-sac length is 600 feet unless otherwise approved by the Planning and Zoning Commission. The applicant previously provided two (2) stub outs (Zamia Drive and Dracena Drive) to an adjacent forty-acre undeveloped parcel. This parcel has other potential paved access via Josh Whitney Way and is not landlocked. Other access stub outs to this parcel are not currently paved. The developer has reached an agreement with the adjacent owner which provides that the adjacent owner will not object to the elimination of one access and privatization of the remaining street access provided the adjacent parcel may have use of the private roadway system from Dracena Drive for access. The agreement will provide an opportunity for interconnection; therefore, the request for private streets could be approved.

Regarding the cul-de-sac length, the County Engineering Department has indicated that considering the small number of lots the increase in the cul-de-sac length is not unreasonable.

RECOMMENDATION

It is recommended that the Planning and Zoning Commission consider and approve the changes of the approved conditional plat of Royal Palms Estates as follows: to change from public roads and drainage system to private roads and drainage system; to convert one temporary dead end street (Zamia Drive) to a cul-de-sac; and to permit the cul-de-sac street (Zamia Drive) to be 880' in length.

FROM : QBL
06/17/2008 05:41
JUL-18-2008(FRI) 16:00

3527348143
Civil-Tech Consulting Engineers

PHONE NO. : 386 4235349

Jul. 24 2008 10:07AM P1
P. 001/004

ROYAL PALM ESTATES / WHITNEY-LOVEJOY 40 Ac.

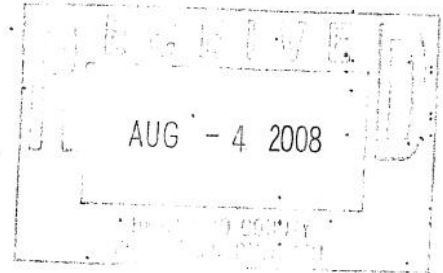
The following is a breakdown of the linear footage of streets in the Royal Palm Estates development. There are other proposed features to be owned by the HOA, but the only feature that the future 40 acre development will be using is the access and the gate on California Street. The future cost to the owners of lots in the future 40 acres is calculated as a percentage of the total assessed to the HOA for Royal Palm. This percentage is 24.40%.

Orsena	1277	24.40%
Sego	2509	47.96%
Zania	1183	22.80%
Francis	254	4.85%
5233 Total length of Streets		

HOA Present Yearly Fee	\$514.00
HOA Future Yearly Fee	\$650.00

\$188.02 = Future 40 Ac. Development fee per lot based on 2008-2009 assessment.

Note: Future fee is for after streets are paved and gated. (Only charged fee as homes are built and occupied) in the event that the 40 acres are sold and the new developer does not want to access thru Royal Palm Estates then this can be cancelled.



Unsubscribed 7/19/08
[Signature] 7/19/08
[Signature] 7/23/08

This easement is created between the parties mentioned herein which are, Vanessa W. Hanson, CO-TTEE, Joshua M. Whitney, CO-TTEE, and Owen Lovejoy, which are the owners of a forty acre tract to be known as the future development and parties of the first part, and Norstad Limited, Developers of Royal Palm Estates, the party of the second part.

Both parties principally agree to the following criteria and have signed this document to acknowledge their full agreement to the terms included herein. The terms of this agreement are dictated herewith as:

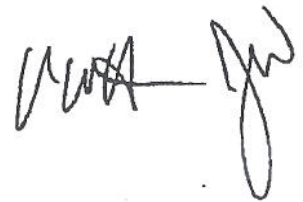
1. The Party of the First Part does hereby agree to the Party of the Second Part closing the streets within the development of Royal Palm Estates, to the public, thereby converting the ownership and maintenance responsibilities to a private Homeowner's Association (HOA), said HOA to be named the "Royal Palm Estates Homeowner's Association.
2. The Party of the First Part does hereby agree that once it develops its own future forty acre development, that each lot will be required to join and participate once built and occupied in the Royal Palm Estates Homeowner's Association.
3. The Party of the Second Part does hereby agree to provide uninterrupted access from the future development (forty acres) owned by Party of the First Part, across roadway or access tracts as developed by the Party of the Second Part, said access to be known as Dragon's Drive, which provides a direct connection to California Street, a County owned and maintained right-of-way.
4. The Party of the Second Part does hereby agree to provide each lot of the future development (forty acres) with the ability to join the Royal Palm Estates Homeowner's Association.
5. The Party of the Second Part does hereby agree to begin collections of annual dues for the Homeowner's Association at time of building permit issuance for each of the lots within the future development (forty acres), said dues to be obtained from the Owner at time of issuance of a building permit. No assessment of dues will be passed on to the Party of the First Part at any time.
6. Party of the First Part does hereby agree to ensure that all construction traffic necessary for the site development of the future development (forty acres) shall not access through Royal Palm Estates. Site related construction traffic shall access through other lands under the control of the Party of the first Part, or public access.
7. Party of the First Part does hereby agree that the individual lot assessment for the future lots within the future development of forty acres shall be rated at ___% of annual dues typically assessed to the members of the HOA that reside within Royal Palm Estates (based on the schedule attached herewith).

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8. Party of the Second Part does hereby agree to assess future residents of the future development (forty acres) annual fees to the Royal Palm Estates MOA as a set percentage of _____% of annual dues typically assess to the members residing within Royal Palm Estates.

- No future obligations for subsequent Owners of forty acres
- No access for Royal Palm Estates through the future development of 40 acres.

AUG - 4 2008



August 11, 2008

To whom it may concern:

Regarding Access to Royal Palm Estates

We the owners of property to the South of Zamia Drive, a roadway within the development of Royal Palm Estates, do hereby declare that we have no interest in utilizing this roadway for access to our forty acres. We have no objection to the Developer of Royal Palm Estates in his quest to reverse the ownership and maintenance of the roadways from public to private.

Our concerns are with Dracena Drive, with which we and said Developer have a private agreement in place.

Should you have any further questions, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gloria S. Williams". The signature is written in black ink and is positioned above a horizontal line.

Ms. Gloria Williams