

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____

No _____

Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

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

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R.D. Ward 8/22/06

III. REVIEW COMMENTS

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

Jim Dink 8-29-06
OFMB
(12/29/06) 08/29/06

Jim J. Jacoby 9/1/06
Contract Dev. and Control
8/31/06

B. Approved as to Form and Legal Sufficiency:

Paul F. J. 9/5/06.
Assistant County Attorney

This Traffic Control Agreement complies with your review requirements.

C. Other Department Review:

Department Director

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

Background and Justification: (Continued)

The ratification of the Agreement was addressed by the Board of County Commissioners on February 24, 2004. Three issues were raised:

1. The second amendment to the Agreement allowed access to Ryder Cup Boulevard to be restricted from 6:00 P.M. to 6:00 A.M. The 6:00 P.M. start time is during the rush hour, and has the potential to back up traffic onto the main road. The 6:00 P.M. start time has been extended to 9:00 P.M.
2. The Board of County Commissioners asked if it was feasible to gate the various neighborhoods that have access from Ryder Cup Boulevard as an alternative to gating Ryder Cup Boulevard. An analysis was provided that shows that it is not practical to gate the individual neighborhoods.
3. As part of a settlement Agreement between PBC and the City, Ryder Cup Boulevard (Jog Road) is to be turned over to PBC upon certain future conditions being met, including, but not limited to, Jog Road having continuity to the north and south, and both Military Trail and BeeLine Highway exceeding Level of Service D. A notification process has been established to make residents of PGA National aware of this possibility.

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R42

SEE PG 23

R42

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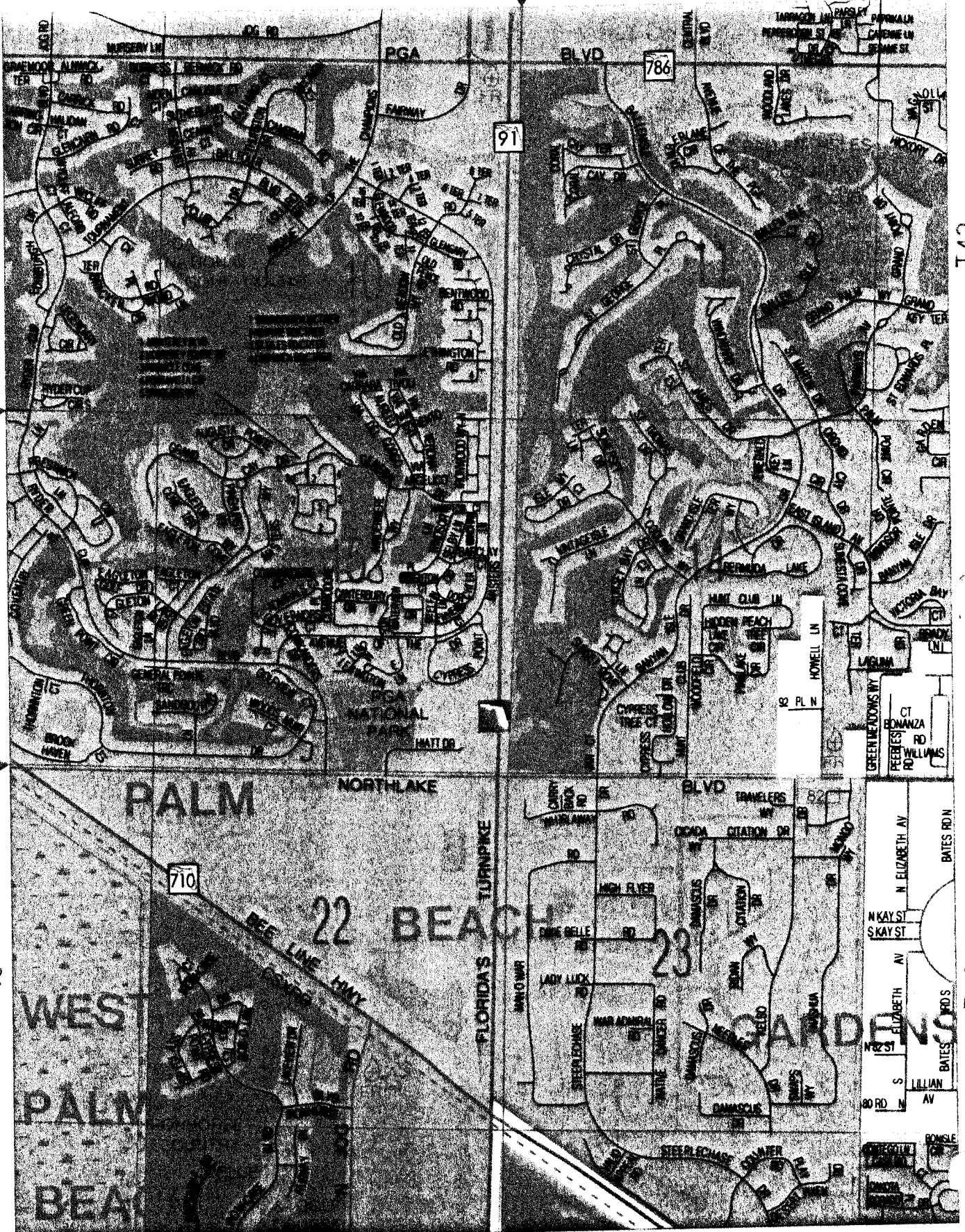
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T42



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G

SEE PG 45

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AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

2. OPERATION OF GUARD HOUSE INFORMATION BOOTHS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

WITNESSES:

Spida re. Higin, City
James C. Higin

CITY OF PALM BEACH GARDENS

BY: *[Signature]*

WITNESSES:

Alvin M. John
Sheryl Theria

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

BY: *[Signature]*

Steven A. Tendrich
President

WITNESSES:

Peter L. Lomental
Joe Paul Francis

NORTHERN PALM BEACH COUNTY WATER
CONTROL DISTRICT

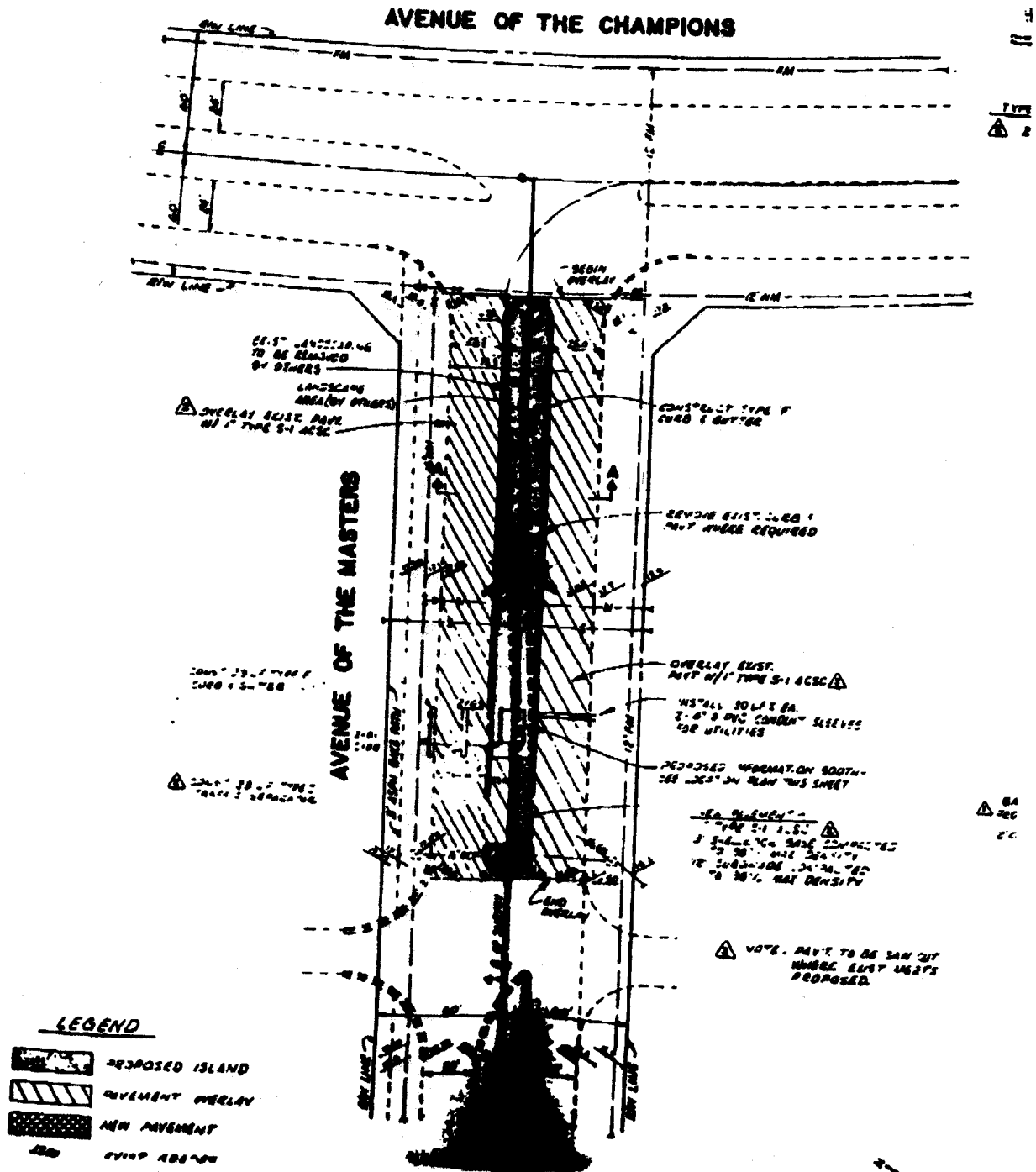
BY: *[Signature]*

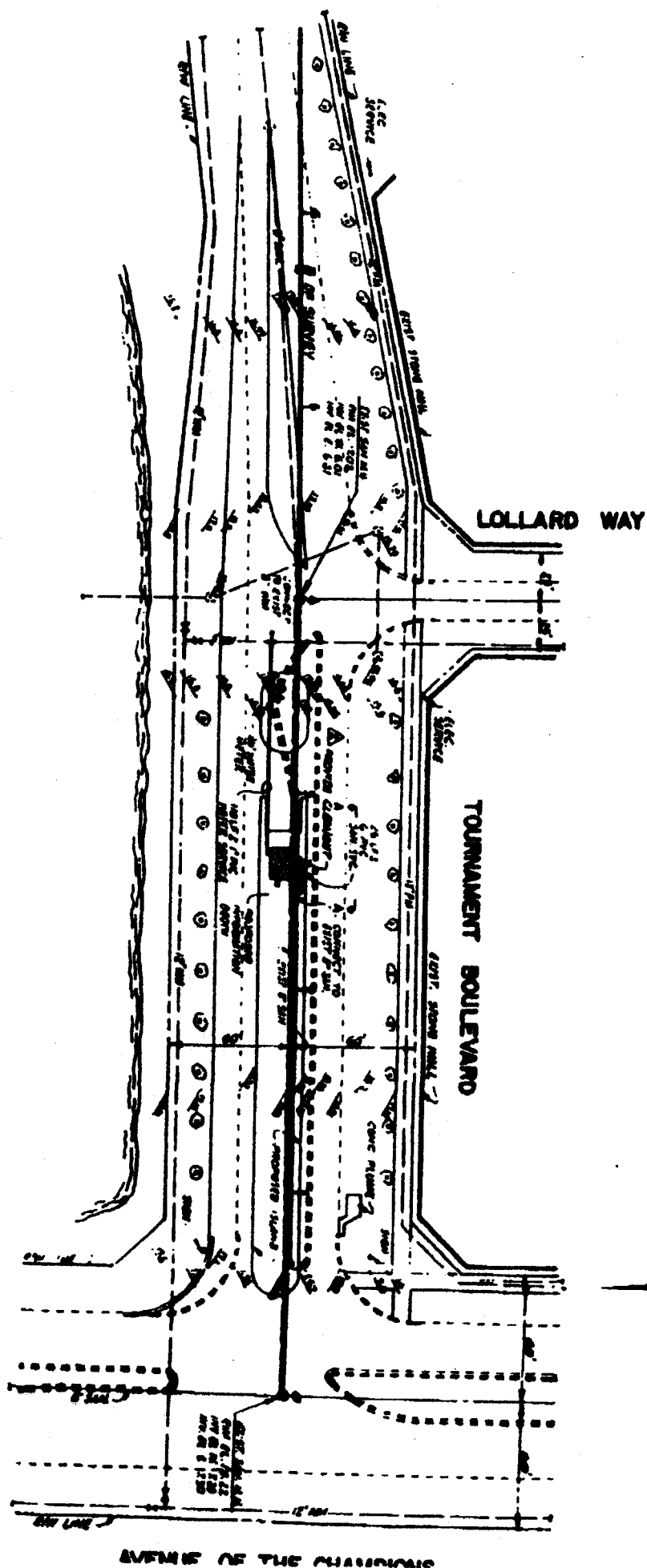
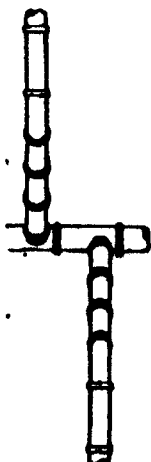
Donald C. Walker, President
Board of Supervisors

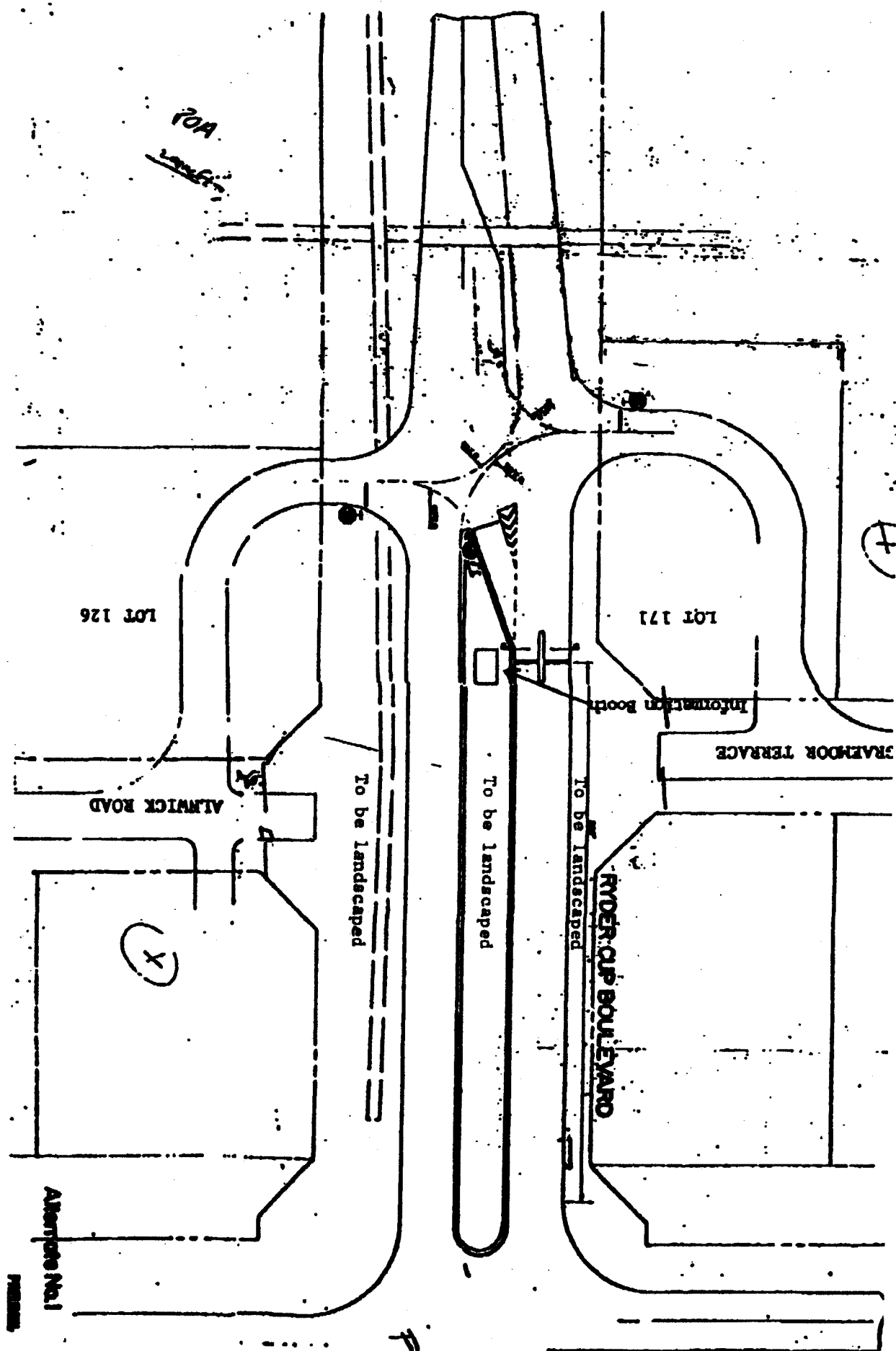
PGA PROPERTY OWNERS ASSOCIATION
INC.

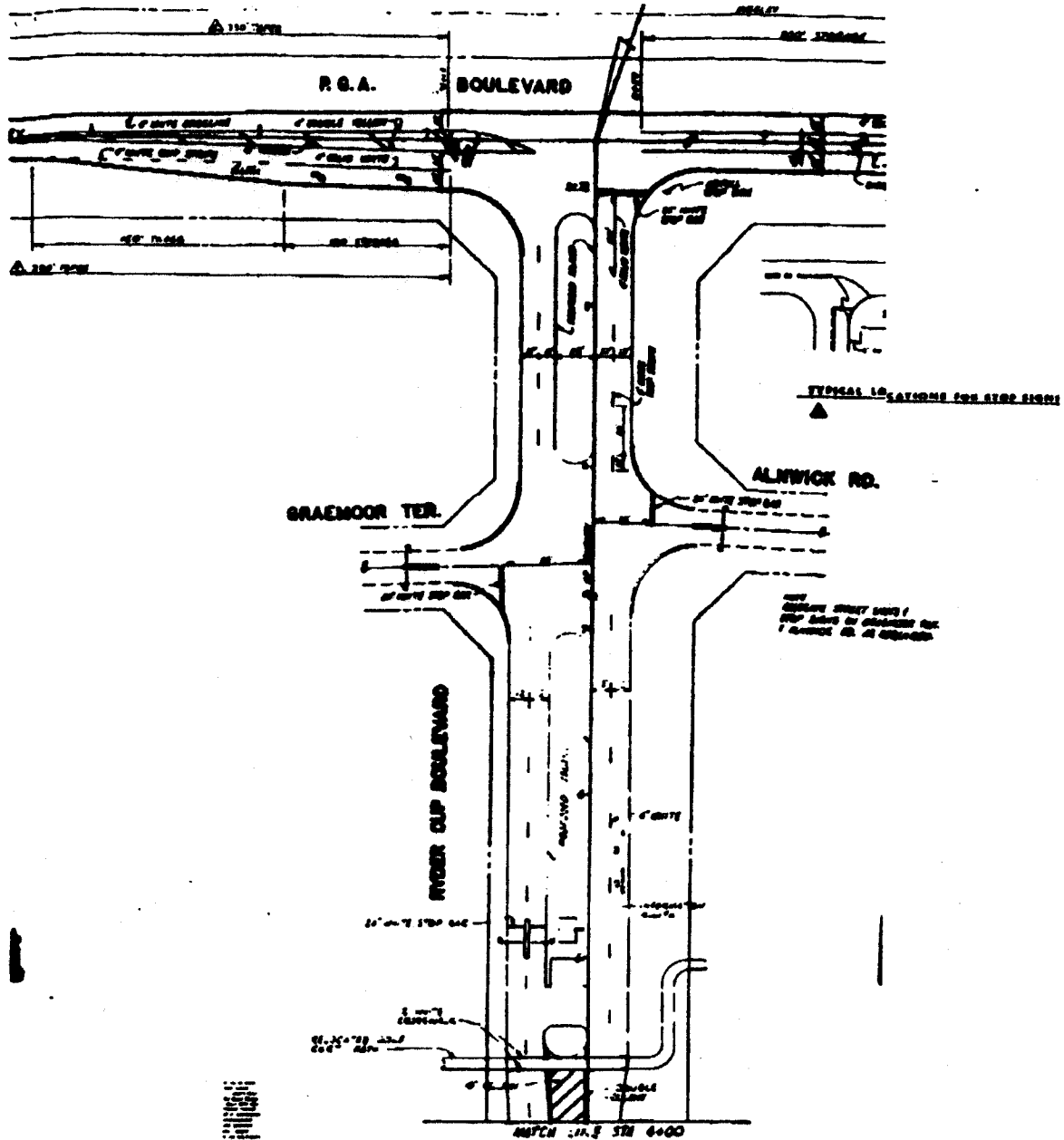
BY: *[Signature]*

Steven A. Tendrich
Vice President









iothy J. Messler, Inc.
CONSULTING ENGINEERS

2700 N.E. 10th Avenue Fort Lauderdale, Florida 33304

INFORMATION BOOTH
HYDER CUP BOULEVARD
R.G.A. INTERNATIONAL, INC.

Alternate

AMENDMENT

THIS IS AN AMENDMENT made and entered into as of this 5th day of March, 1990 by and among the CITY OF PALM BEACH GARDENS, FLORIDA ("City"), PGA NATIONAL VENTURE, LTD. ("PGA National"), the NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT ("District") and PGA PROPERTY OWNERS ASSOCIATION, INC. ("POA").

WITNESSETH:

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

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

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

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

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

2. AMENDMENT TO AGREEMENT.

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

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

Unit of Development No. 11

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

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

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

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

CITY OF PALM BEACH GARDENS, FLORIDA

BY: Michael Martin

PGA NATIONAL VENTURE, LTD., a Florida
Limited Partnership

BY: NATIONAL INVESTMENT COMPANY, its
Managing Partner

BY: Steven A. Tendrich
President

NORTHERN PALM BEACH COUNTY WATER
CONTROL DISTRICT

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

PGA PROPERTY OWNERS ASSOCIATION, INC.

BY: E. Llwyd Ecclestone, Jr.
President

SECOND AMENDMENT

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

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

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

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

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

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

2. **AMENDMENT TO AGREEMENT.**

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

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

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

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

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

CITY OF PALM BEACH GARDENS

BY: 
JOSEPH RUSSO, MAYOR

ATTEST: 
CITY CLERK

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

BY: 
PETER L. PIMENTEL,
EXECUTIVE DIRECTOR

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

BY: 
E. LLWYD ECCLESTONE, CHAIRMAN

PGA PROPERTY OWNERS
ASSOCIATION, INC.

BY: 
PHILLIP LYDDON, PRESIDENT

LAW OFFICE OF
GARY D. FIELDS

(561) 625-1200

ADMIRALTY TOWER • SUITE 700
4400 PGA BOULEVARD
PALM BEACH GARDENS, FL 33410
FACSIMILE (561) 625-1259
E-MAIL: gdflaw@bellsouth.net

May 20, 2003

George T. Webb, P.E., County Engineer
Department of Engineering and Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229

Re: PGA National - Traffic Control Agreement

Dear Mr. Webb:

This firm represents PGA Property Owners Association, Inc. As you know, on February 21, 2002, the City of Palm Beach Gardens entered into, along with PGA Property Owners Association, Inc. (the "Association"), PGA National Venture, Ltd. (the "Developer") and Northern Palm Beach County Improvement District (the "District"), the Second Amendment to the PGA National Traffic Control Agreement. This amendment authorizes the Association to impose certain restrictions to public access for Ryder Cup Boulevard (and certain other PGA National streets) between the hours of 6:00 pm and 6:00 am.

Pursuant to the enabling legislation of the District, as interpreted by the Honorable Karen Miller, Palm Beach Circuit Court Judge (in an Order entered on April 30, 2003), these restrictions may not be instituted on Ryder Cup without the written consent of Palm Beach County.

Accordingly, we are hereby requesting to appear before the Board of County Commissioners to obtain the necessary consent. I would appreciate you providing me the information necessary for us to proceed before the Commission. Please also let me know what concerns you may have as to the contemplated hours of closure, locations of the gates, disclosure, or otherwise.

Thank you for your assistance in this regard.

Sincerely,



GARY D. FIELDS

GDF:hs

pc: Hon. Karen Marcus
Allen Lavin

PGA PROPERTY OWNERS ASSOCIATION, INC.

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

TELEPHONE
(561) 637-2800

March 30, 2005

FACSIMILE
(561) 622-6124

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

Dear PGA Property Owner:

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

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

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

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

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

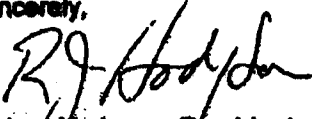
LANE MODIFICATIONS (includes curb cuts, installation of new curbs, striping, lane separators, etc)	\$ 45,000.00
ENGINEERING to oversee all contracts and contractor performance	\$ 50,000.00
PERMIT FEE for NPBCID permits	\$ 500.00
BAR CODE STICKERS	\$ 15,000.00
COMPUTER EQUIPMENT & SOFTWARE for Access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

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

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

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

Sincerely,



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

RH/dl

**PGA PROPERTY OWNERS ASSOCIATION
LIMITED ACCESS CONTROL**

OWNER'S NAME(S) (PLEASE PRINT): _____

ADDRESS IN PGA NATIONAL: _____

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

COMMENTS:

[illegible]

SIGNED BY: _____

**PLEASE COMPLETE AND RETURN BEFORE APRIL 10, 2005 TO:
PGA POA**

**7100 Fairway Dr., Suite 29
Palm Beach Gardens, FL 33418**

Analysis Regarding Impracticality of "Sub-gating" Connections to Ryder Cup

There are 25 separate connections from internal PGA National roadways to Ryder Cup Boulevard. In the event that the guardhouses at the North and South end of Ryder Cup were removed, it would be virtually impossible to provide reasonably equivalent security to the community.

Of the 25 connections, 7 presently have some form of gated entry. This leaves 18 separate streets that would require gating if the Ryder Cup guardhouses were to be removed.

Attached is a document providing distances from the edge of pavement of the Ryder Cup roadway to the edge of the closest lot on each of the presently ungated connector roads. Additionally, all of the connections are delineated on an enclosed map (which also includes the two main internal "loop" road connectors, Avenue of the Masters, indicated by an "X", and Tournament Boulevard, "Y").

Of the 18 presently ungated connector roads, it appears that only 4 can reasonably be gated. Avenue of the Masters ("X") and Tournament Boulevard ("Y") could theoretically receive guardhouses, although this would require some sacrifice/acquisition of land from a neighboring park and neighboring subcommunities. Graemoor ("A") and Alnwick ("V") have some common area at their front that would appear to provide sufficient room for unmanned gates.

However, the other 14 connector roads generally have in the neighborhood of 30' from the edge of the Ryder Cup roadway pavement to the closest lot. This would not leave any reasonable stacking distance from Ryder Cup, if it became a county road. Even a larger problem is the fact that most of these roadways are two lanes wide, surrounded by single family lots. Thus, there is not even enough *width* to put in an unmanned gate on most of these streets.

Therefore, in order to provide enough room for the gates, numerous homes would have to be purchased, at a total cost likely in the tens of millions of dollars (and only if each homeowner were willing to sell, since eminent domain does not apply).

Even under such an inordinately expensive scenario (not even counting the cost of the construction, installation, and maintenance of 18 separate operational gates), the security would be so fractionalized as to become virtually useless in many locations. Picture, for example, Tarrington Court ("B"), a small cul de sac of six homes. Even if a gate could somehow be placed there, it would provide no security. Anyone could just walk around it. There is no perimeter berm, fence or wall surrounding most of these new "mini-enclaves" that would now be created.

Accordingly, if the guardhouses at the North and South ends of Ryder Cup Boulevard are removed, the community would not be able to recreate any reasonably similar level of security.

RYDER CUP BLVD

DISTANCE FROM EDGE OF RYDER CUP BLVD TO COMMUNITY PROPERTY LINE/FIRST HOUSE PROPERTY LINE. PLEASE NOTE THE DIMENSIONS BELOW ARE FROM THE EDGE OF THE ASPHALT ON RYDER CUP; TYPICALLY THERE IS A 20 -30 FT RIGHT OF WAY PAST THE EDGE OF THE ROAD TO THE BEGINNING OF THE COMMUNITY'S PROPERTY LINE.:

WEST SIDE RYDER CUP BLVD

- A. Graemoor (Marlwood Estates): 30 ft to property; 170 ft from Ryder to "T" in road (map does not reflect road layout properly)
- B. Tarrington (Marlwood Estates): 35 ft to lot of 1st house; 68 ft to driveway on s side
- C. Alston Rd (Marlwood Estates): Per plat, the property line is 10 ft from western edge of Ryder Cup right of way. There is 35 ft from the west edge of Ryder Cup roadway to the driveway of the 1st house.
- D. Edinburgh - North entry (Townhomes of Marlwood) 40 ft to 1st lot
- E. Edinburgh - South entry (Townhomes of Marlwood) 32 ft to 1st lot; 75 ft to drive s side
- F. Island Way (ALREADY GATED)
- G. Devonshire - North employee Entry (ALREADY GATED)
- H. Devonshire - South entry (ALREADY GATED)
- I. Duncan Circle (Dunbar Woods) 35 ft from edge of road to entry monuments
- J. Coventry Lane (Coventry and Heather Run) - N/A entries to Coventry and Heather Run are off Coventry Lane.
- K. Greenpoint Circle (Fairway Villas) 23 ft from edge of road to fountain at entry
- L. General Pointe Dr (Eagleton Pointe HOA) (UNMANNED GATE)
- M. Thomson Dr (Preston) (ALREADY GATED)

EAST SIDE RYDER CUP BLVD*

- N. Championship Drive (Championship POA) (ALREADY GATED)
- O. Prestwick Circle - South Entry (Prestwick Chase) Apprx 60 ft from edge of road to property
- P. Prestwick Circle - North Entry (Prestwick Chase) Apprx 60 ft from edge of road to property.
- Q. Ryder Cup Circle (Ryder Cup Villas)
- R. Legendary Cir (Legends) (UNMANNED GATE) 60 ft to property; 97 to unmanned gate
- S. Wycliff Rd (Burwick) - 41 ft to 1st lot; 174 to intersection Wycliff C/AIford
- T. Glencairn Rd (Burwick) 60 ft to 1st lot; 80 ft to driveway on s side
- U. Halidan Circle (Burwick) 32 ft to 1st lot; 60 ft to driveway on n side
- V. Carrick Rd (Burwick) 35 ft to 1st lot; 65 ft to driveway on n side
- W. Alnwick Rd (Burwick) 180 ft to "T" in road (map does not reflect road layout properly - see attachment)

NOTE: THERE IS A SIDEWALK ON THE EAST SIDE OF RYDER CUP BLVD. COMMUNITY PROPERTY BEGINS APPROXIMATELY 20 FT EAST OF SIDEWALK.

LAW OFFICE OF
GARY D. FIELDS

(561) 625-1200

ADMIRALTY TOWER • SUITE 900
4400 PGA BOULEVARD
PALM BEACH GARDENS, FL 33410
FACSIMILE (561) 625-1259
E-MAIL: gflaw@adelphia.net

December 20, 2005

Marlene Everitt, Assistant County Attorney
P.O. Box 1989
West Palm Beach, FL 33402-1989

Re: PGA National - Overnight Restricted Access to Ryder Cup Boulevard

Dear Marlene:

In accordance with the County Commission's preliminary approval of overnight restricted access to Ryder Cup Boulevard, I enclose herewith a proposed Ryder Cup Traffic Control Agreement (with exhibits as indicated therein).

Additionally, at the subject hearing certain Commissioners asked that we provide you with:

1. Documentation of the disclosure provided to each purchaser in PGA National, regarding the status of the Ryder Cup gatehouses; and
2. Information regarding the impracticality of separately gating the interior roads that connect to Ryder Cup Boulevard.

As to item 1, I have enclosed the Addendum to Contract for Purchase and Sale that the PGA Property Owners Association (as part of its approval process) requires to be attached to every purchase and sales contract for property within PGA National. Please see the paragraph circled on page 2 of the Addendum.

As to item 2, I have enclosed an Analysis Regarding Impracticality of "Sub-gating" Connections to Ryder Cup.

RECEIVED

Marlene Everitt, Assistant County Attorney
December 20, 2005
Page Two

After you have reviewed the enclosed, please contact the undersigned at your earliest convenience as to the acceptability of the proposed agreement, and as to finalizing the approval process.

Thank you for your assistance in this regard.

Sincerely,



GARY D. FIELDS

GDF:hs

pc: Board of Directors, PGA POA
Hon. Karen Marcus
George Webb

RYDER CUP TRAFFIC CONTROL AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF PALM BEACH

CITY OF PALM BEACH GARDENS

BY: _____
TONY MASILOTTI, CHAIRMAN

BY: _____
JOSEPH RUSSO, MAYOR

ATTEST: _____
COUNTY CLERK

ATTEST: _____
CITY CLERK

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

BY: _____
O'NEAL BARDIN, JR.
EXECUTIVE DIRECTOR

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

PGA PROPERTY OWNERS
ASSOCIATION, INC.

BY: _____
E. LLWYD ECCLESTONE, CHAIRMAN

BY: _____
ROBERT HODGSON, PRESIDENT

APPROVED AS TO TERMS AND CONDITIONS:

By T. Webb