



OBJECTIONS TO P20-161, P20-162, and P20-175

INTRODUCTION

FOUR REASONS TO DENY THE APPLICATION

The Applications must be denied or postponed indefinitely for the following reasons:

- 1. Ongoing Litigation:** The City, Riverland, Southern Grove, and Wilson Grove (Akel Homes) are engaged in highly contentious litigation over the various acts of misconduct and hindrance for Wilson Grove allowed in Riverland Development Orders.
- 2. Annexation Agreement:** Riverland is in default of its obligation to build Becker Road under the Annexation Agreement. The City must enforce the provisions of the Annexation Agreement.
- 3. Failure to Adhere to the WATS:** Riverland has completely abandoned the Western Annexation Traffic Study (WATS) and is using age-restricted as an assumption to cut the PM Peak trips by more than half to justify the delay or elimination of the required first 2L of roads or future road widening.
- 4. Failure to Build Phase-1 Basic Access Roads:** The Applications would permit Riverland to build (3,275 homes) which is more than the allowed phase 1 units (2,500 homes) without all of the required Phase-1 access roads. Riverland has yet to build Community Blvd to E/W 3 – already triggered at 700 units.

REASON #1: ONGOING LITIGATION

LEGAL CLAIMS

This Applications should be denied or postponed indefinitely until there is resolution between Wilson Grove, Riverland, Southern Grove and the City of Port St Lucie in the ongoing litigation.

Overview of Claims

- Declaratory Judgement
- Breach of Contract(Annexation Agreement)
- Breach of Implied Duty of Good Faith & Fair Dealing..... (Annexation Agreement)
- Conspiracy to Commit Breach of Contract(Annexation Agreement)
- Taking by Inverse Condemnation
- Rescission(Impact Fee Pre-Payment Agreement)
- Breach of Implied Duty of Good Faith & Fair Dealing. (Impact Fee Pre-Payment Agreement)
- Unjust Enrichment(Impact Fee Pre-Payment Agreement)

Wilson Grove is seeking general and special damages, including substantial lost profits, attorney's fees, interest, and costs.

Approving the proposed Applications will result in the assertion of additional claims against the City and expose the City to additional monetary damages.

REASON #2: APPLICATIONS VIOLATE THE ANNEXATION AGREEMENT

This Applications violates the Annexation Agreement and contains a material misrepresentation.

- Riverland has failed to meet its obligations under the Annexation Agreement to fund and construct Becker Road from east to west across Riverland's property to the boundary of Wilson Grove.
- The Applications represents that Riverland is in "substantial compliance" with the Annexation Agreement. Because Riverland has not built Becker Road, it is **not in compliance**.
- Wilson Grove has paid **over \$21,000,000** to ensure proper road access.
- City's failure to enforce the Annexation Agreement has deprived the City of Becker Road and enabled Riverland to keep Wilson Grove landlocked.
- Previous City Managers failed to enforce the Annexation Agreement due to the economic conditions of the Great Recession.
- **The Annexation Agreement is valid and must be enforced today.**

REASON #2: APPLICATIONS VIOLATE THE ANNEXATION AGREEMENT

PAYMENTS MADE BY WILSON GROVE

Annexation Agreement Payments

PURPOSE	DATE PAID	AMOUNT
Widening of Becker Road from Becker I-95 Interchange to FL Turnpike Interchange	2004	\$12,500,000
VGTI/Digital Domain*	2007	\$5,000,000
TOTAL		\$17,500,000

*Wilson Grove paid \$10,000,000 for Parr Road Interchange, in 2006 and 2007. City Manager Don Cooper refunded \$5,000,000 to Wilson Grove and retained the remaining \$5,000,000 plus accrued interest to fund VGTI/Digital Domain.

ANNEXATION REASONS

1. Obtain entitlements
2. Guarantee access to all DRIs
3. Convey Right of Way
4. Construct Becker Road

**TOTAL PAID:
OVER \$21,000,000!**

Public Building Impact Fee Payments

PURPOSE	YEARS PAID	ANNUAL COST	AMOUNT
Torrey Pines Impact Fees	12	\$298,500	\$3,582,000

REASON #2: APPLICATIONS VIOLATE THE ANNEXATION AGREEMENT

5 REASONS WHY BECKER ROAD IS IMPORTANT TO THE CITY

Becker Road is critical to the future growth of Port St. Lucie

1. East-west connection to **access** all three DRIs
2. Hurricane **evacuation route**
3. City's **future tax base** (over 20,000 new homes and millions of commercial square footage)
4. Future **regional park** is proposed along Becker Road at Riverland and Wilson Grove.
5. Connection to **McCarty Ranch Preserve**

**Failure to build Becker has already resulted in significant loss to the City.
Building this road is the right thing to do.**

REASON #2: APPLICATIONS VIOLATE THE ANNEXATION AGREEMENT

ANNEXATION AGREEMENT REQUIRES CONSTRUCTION OF BECKER ROAD

Sec 5(e)

(iii) Subject to paragraph 14, Kennedy, Ansca and GL shall be required to pay to the City the estimated cost of construction of a two-lane roadway section on Becker Road through their properties to its ultimate terminus at Range Line Road within sixty (60) days of the City owning such right-of-way and signing a contract for the construction of the Becker Interchange.

(iv) Becker Road shall be designed for the future expansion to a six-lane divided roadway. All stormwater facilities will be designed, sized and constructed to accommodate a future six-lane divided roadway section. Said construction is to be completed simultaneously with the acceptance and completion by the Florida Department of Transportation of the Becker Interchange. Said design, construction and administrative costs associated with the construction of said roadway will reflect the Florida Department of Transportation's current estimates for similar roadway construction. The City at its election may choose to allow the Developer(s) to contract for the construction and/or design of the roadways upon such terms and conditions as may be mutually acceptable.

REASON #2: APPLICATIONS VIOLATE THE ANNEXATION AGREEMENT

DEFAULT CONDITIONS UNDER THE ANNEXATION AGREEMENT

City is Obligated to Enforce Sec 5(I)(iii)

(iii) The Parties agree that if any Developer (“Defaulting Developer”) fails to perform any of the transportation or other requirements imposed by this Agreement within the applicable cure period set forth in paragraph 13 below, then such breach shall result in the withholding of all further development review and approvals, including but not limited to building permits, with respect to the portion of the Annexation Property owned by such Defaulting Developer until such default is later cured by such Defaulting Developer. Additionally, in the event a Developer is in default of such transportation or other requirement not cured within the applicable cure period, then any other Developer or Developers (“Curing Developer(s)”) shall have the right but not the obligation to fulfill the Defaulting Developer’s obligations (the reasonable third party costs incurred in curing such breach together with interest thereon at the rate of eighteen per cent (18%) per annum from the date advanced by such party until paid together with all

REASON #2: APPLICATIONS VIOLATE THE ANNEXATION AGREEMENT

DEFAULT CONDITIONS UNDER THE ANNEXATION AGREEMENT

Sec 5(l)(iii) continued

costs of collection, including but not limited to attorneys' fees and costs through all trial and appellate levels, are hereinafter collectively referred to as "Cure Costs") and the Defaulting Developer shall reimburse the Curing Developer upon demand for such Cure Costs. Upon such reimbursement, such Defaulting Developer will again be entitled to obtain development review and approvals, including but not limited to, building permits. The Defaulting Developer, in such event, shall be excluded from the vesting benefits of this Agreement for so long as that Defaulting Developer is in default unless and until the Cure Costs are reimbursed or such default is cured by the Defaulting Developer.

REASON #2: APPLICATIONS VIOLATE THE ANNEXATION AGREEMENT

A DEAL IS A DEAL



Councilman Jack Kelly – July 9, 2012

“Becker Road, everyone is in default of Becker Road...The only thing that has changed over these years, the economy has changed... I will go back to the proverbial, a deal is a deal.”

REASON #2: APPLICATIONS VIOLATE THE ANNEXATION AGREEMENT

WE ARE JUST AS GUILTY OF IT SAID VP OF GL HOMES



GL Homes Larry Portnoy – October 8, 2012

“Becker Road was technically in default. It was not built, It should have been built years ago. Obviously the economy made that not happen.
We are just as guilty of it.”

REASON #2: APPLICATIONS VIOLATES THE ANNEXATION AGREEMENT
LEGAL DEPARTMENT DRAFTED DEFAULT LETTER FOR MY REVIEW



Mayor Greg Oravec (as City Manager) – October 8, 2012

“The developers were supposed to provide the funding for Becker Road. Mr. Cooper when he was City Manager didn’t put them in default, Mr. Bentrott didn’t put them in default and I have not done it yet. Although the Legal Department has drafted a letter for my review.”

REASON #2: APPLICATIONS VIOLATE THE ANNEXATION AGREEMENT
THE ANNEXATION AGREEMENT IS STILL VALID



City Attorney Pam Booker – January 26, 2015

“The City can still enforce the Annexation Agreement, that Agreement is not invalid. But there has been no reason to do that at this time because the developments have not moved forward. It does give the City Manager the discretion to enforce that Agreement.. as we move forward that is something we can certainly take a look at in the future for these projects.”

REASON #2: APPLICATIONS VIOLATE THE ANNEXATION AGREEMENT
LIVE UP TO THE AGREEMENT AND STROKE THE CHECK



Mayor Greg Oravec (as City Manager) – October 8, 2012

“And if we can’t come up with something new, then live up to the existing Annexation Agreement, stroke the check, and then there is no defaulting party. My recommendation is that if there is a defaulting party, hold it up, don’t approve it.”

REASON #2: APPLICATIONS VIOLATE THE ANNEXATION AGREEMENT

WE WILL FUND OUR MONEY SAID VP OF GL HOMES



GL Homes Larry Portnoy – July 9, 2012

“If they (Wilson Grove) want to build Becker and the City wants Becker built, we (GL Homes) will fund our money provided it goes out to Rangeline Road.”

REASON #2: APPLICATIONS VIOLATE THE ANNEXATION AGREEMENT
HOLD THEM TOGETHER UNDER THE ANNEXATION AGREEMENT



Mayor Greg Oravec – January 26, 2015

“ Based on my experience, if we do not hold them all together with the Annexation Agreement, I fear that it won’t get done and will get bogged down at some point. So for me personally I really want to see these issues dealt with holistically.”

REASON #2: APPLICATIONS VIOLATE THE ANNEXATION AGREEMENT

CITY IS OBLIGATED TO ENFORCE THE ANNEXATION AGREEMENT

City Manager Don Cooper and then City Manager, now Mayor Oravec did not enforce the Annexation Agreement due to economic hardships and a poor housing market.

Today the housing market is strong.

GL Homes is selling over 50 homes a month. If approved, this Application would allow GL Homes to start their **third 1,000 home community.**

Wilson Grove has built and sold **zero homes** to date because it is landlocked by GL Homes & City.

To date, Wilson Grove has paid approximately **\$21,082,000** to ensure it would have **access to its property.**

The construction of Becker Road from Village Parkway to Rangeline Road must be immediately enforced today under the Annexation Agreement.

REASON #3: APPLICATIONS VIOLATE THE COMPREHENSIVE PLAN & CITY CODE

Riverland has abandoned the Western Annexation Traffic Study. The proposed Development Order violates the City's Comprehensive Plan & City Code.

1. Riverland failed to conduct an updated Western Annexation Traffic Study (WATS) based on the new set of assumptions to determine the impact across all DRIs (Southern Grove, Riverland, Wilson Grove and Western Grove).
2. The Trip Generation Report by Pinder Troutman is not a sufficient replacement to updating the WATS.
3. The City is providing Riverland with preferential treatment than the other DRIs. The City Staff did not flag Riverland's failure to update the WATS during review of the Applications.
4. Riverland is utilizing Age Restricted Housing instead of Single Family Detached to dramatically reduce its PM Peak Trips to create a loophole in their attempt to justify the delay or elimination of the first 2L of the required Phase 1 roads.

REASON #3: APPLICATIONS VIOLATE THE COMPREHENSIVE PLAN & CITY CODE

THE DEVELOPMENTS & THEIR ACTIONS ARE CONNECTED

Excerpt From the Western Annexation Traffic Study

“The traffic study assumes all these developments are to occur concurrently in compliance with the phasing presented in the study with the potential for a large amount of interaction among them. The study also relies on land uses allocated to traffic analysis zones as presented in the study as well as **access points between traffic analysis zones. It assumes all improvements will be built concurrent with development and buildout of these developments will be in the year 2025. **Additional traffic impact is likely to occur if any of these assumptions changes.** Therefore, a revised traffic study will need to be prepared.”**

“The analysis assumes there are connections between traffic analysis zones (TAZ’s). These connections reduce traffic to the roadway network. It also assumes specific land uses within each TAZ. **These assumptions need to hold true for the analysis to be valid.**”

Source: WESTERN ANNEXATION TRAFFIC STUDY FINAL REPORT, MTP Group, Inc., January 2006, Maria Tejera, P.E.

REASON #3: APPLICATIONS VIOLATE THE COMPREHENSIVE PLAN & CITY CODE

RIVERLAND CHANGES TRIGGER UPDATED TRAFFIC ANALYSIS PER WATS

The traffic analysis (WATS) and the conditions derived from that analysis are valid only if the development patterns and roads proceed consistently with the assumptions in the WATS.

The WATS assumes the timing of roads, the location of roads, and the location of certain land uses.

The NOPC by Riverland proposes **ALL** of the following:

- A Change in Residential Allocation from single family to Age Restricted.
- A Change in the Location of the Non-Residential Use
- A Change in the Roadway Network

The above changes trigger the need to update the WATS.

Riverland has intentionally failed to do so because it would justify the requirement for them to build the first 2L of the Phase 1 roads.

REASON #3: APPLICATIONS VIOLATE THE COMPREHENSIVE PLAN & CITY CODE
RIVERLAND HAS FAILED TO ADDRESS THE ADEQUACY OF NETWORK & CONCURRENCY

GL Homes has failed to address the adequacy of the road network and concurrency.

In the PTC Transportation Letter to Riverland/ Kennedy II, LLC, dated September 8, 2020, in support of the Applications, Andrea Troutman, P.E. has not stipulated that she has reviewed the Application for concurrency or adherence to the DO requirements.

The letter reads:

“The purpose of this letter is to provide the trip generation statement required in Condition 17 of the Development Order (Resolution 16-R52) for the above referenced project.”

The Trip Generation Report by Pinder Troutman cannot replace the WATS or eliminate the required first 2 lanes of the road network.

Perspective:

Riverland’s Traffic Justification Letter – 3 Pages

Southern Grove’s Recent Traffic Study (Updated WATS) – 477 Pages

Every time Southern Grove makes a small change – they are required to update the WATS. 21

REASON #3: APPLICATIONS VIOLATE THE COMPREHENSIVE PLAN & CITY CODE RIVERLAND CANNOT USE AGE RESTRICTED TO ELIMINATE FIRST 2L OF ROADS

The Trip Generation Report by Pinder Troutman incorrectly assumes Age Restricted housing which is inconsistent with the WATS. The WATS assumes Single Family Detached.

Trip Generation Table (ITE 210 Single Family Detached) – 3,023 Trips

Table 3 - Trip Generation - Exhibit 1- PM Peak Hour

	Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
						In	Out	In	Out	Total
Approved Parcel A	Single- Family Detached Housing	210	1,087	DU	$\ln(T)=0.96\ln(X)+0.20$	63%	37%	633	371	1,004
Approved Parcel C	Single- Family Detached Housing	210	1,250	DU	$\ln(T)=0.96\ln(X)+0.20$	63%	37%	723	425	1,148
Proposed Parcel B	Single- Family Detached Housing	210	938	DU	$\ln(T)=0.96\ln(X)+0.20$	63%	37%	549	322	871
Total								1,905	1,118	3,023

Source: Trip Generation Manual 10th Edition, September 2017

Source: Susan E O'Rourke P.E. Inc

Trip Generation Table (ITE 251 Senior Adult Housing Detached) – 929 Trips

PM PEAK

Parcel	Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips		
					In	Out	Total
Proposed Parcel B	Senior Adult Housing - Detached	251	938 DUs	$\ln(T) = 0.78\ln(X)+0.28 (61/39)$	168	107	275
Approved Parcel C	Senior Adult Housing - Detached	251	1,250 DUs	$\ln(T) = 0.78\ln(X)+0.28 (61/39)$	210	135	345
Approved Parcel A	Senior Adult Housing - Detached	251	1,087 DUs	$\ln(T) = 0.78\ln(X)+0.28 (61/39)$	188	121	309
Total					566	363	929

Source: Pinder Troutman Trip Generation Report from Riverland Application

REASON #3: APPLICATIONS VIOLATE THE COMPREHENSIVE PLAN & CITY CODE RIVERLAND CANNOT USE AGE RESTRICTED TO ELIMINATE FIRST 2L OF ROADS

Riverland's use of Age Restricted housing is inconsistent with the WATS 3.0 recently prepared by Southern Grove.

Phase 2 (2030) Land Use

WATS TAZ	TCRPM 4.0 TAZ	DRI	Single Family (DU)	Multi Family (DU)	Single Family Age-Restricted (DU)	Hotel (Rooms)	Industrial Park (SF)	Commercial Retail (SF)	Service & Office (SF)	R&D (SF)	Hospital (Beds)	Civic Use (SF)	Institutional Use (SF)	Park (Acres)	Elementary School (Students)	K-8 School (Students)	High School (Students)	Independent Living Facility (Units)	ALF (Beds)	
-	862	Western Grove	750	150																
371	670		1,000					100,000	30,000				14,520							
372	673		1,400					0	0					14,520	25	0	1,600			
373	668		700											6,000						
374	858	Riverland	1,009	0	0		0	112,000	0			0	0	8	0	1,600	0			
400	656		0	374	0		0	208,668	0			101,781	171,327	54.5	0	0	2,500			
375	645		1,132	256	0		0	0	0			0	0	0	0	0	0	0		
379	855		1,020	300	0		0	0	0			0	0	10	0	0	0	0		
376	857		592	0	0		0	60,000	0			0	69,000	6.3	0	0	0	0		
399	657		700	350	0		0	60,000	0			0	0	0	0	0	0	0		
377	859		0	926	0		0	0	0			0	0	0	0	0	0	0		
378	658		1,209	0	0		0	20,000	0			0	0	0	0	0	0	0		
396	856		983	0	0		0	272,000	0			0	0	29	0	0	0	0		
380	655		550	0	0		0	0	0			0	0	11.0	0	0	0	0		
397	860		0	0	0		544,500	0	544,500			0	0	0	0	0	0	0		
398	649		1,000	0	0		0	0	0			0	0	0	29	0	0	0		
381	664	Southern Grove	-	-		393	-	41,595	459,995	567,000	300	0	9,212	0	0	0				
382	659		173	1,438			-	120,000	4,060	-		0	9,212	0	0	0				
383	662		1,168	300		0	-	81,500	-	-		0	0	40	0	0				
384	661		156	124		158	935,525	759,534	230,512	351,581		0	0	0	0	0		420	150	
385	646		-	953			211,155	171,221	123,464	-		0	0	0	0	0				
386	651		-	-	930		-	54,600	-	-		0	0	25	0	1,600				
387	660		-	651			714,432	190,625	225,545	524,286		0	0	0	0	0				
388	663		410	225	440	0	-	256,000	-	-		0	36,000	15	0	1,600				
389	647	Wilson Groves	1,294	425	0		0	40,000	0			0	0	0	0	0	0			
390	648		0	0	0		544,500	0	544,500			0	0	0	0	0	0			
392	654		977	0	0		0	120,000	0			0	50,638	0	0	0	0			
393	861		732	100	0		0	0	0			0	0	0	0	0	0			
394	653		800	100	0		0	120,000	0			0	0	0	0	0	0			
395	652		1,272	594	0		0	50,000	62,000			0	0	50	820	0	0			

Source: Southern Grove WATS 3.0 Prepared by Shaun MacKenzie

REASON #3: APPLICATIONS VIOLATE THE COMPREHENSIVE PLAN & CITY CODE

RIVERLAND CANNOT USE AGE RESTRICTED TO ELIMINATE FIRST 2L OF ROADS

Riverland cannot use Age Restricted PM Peak Trips to unilaterally delay or eliminate the first 2 lanes of any roads that affect Wilson Grove or Southern Grove.

The use of Age Restricted housing is not consistent with the WATS.

Riverland is entitled for 11,700 residential units. Assuming all units are Age Restricted, the PM Peak Trips would be approximately 3,300.

Once all 11,700 units are built, Riverland would trigger the required Phase 1 roads.

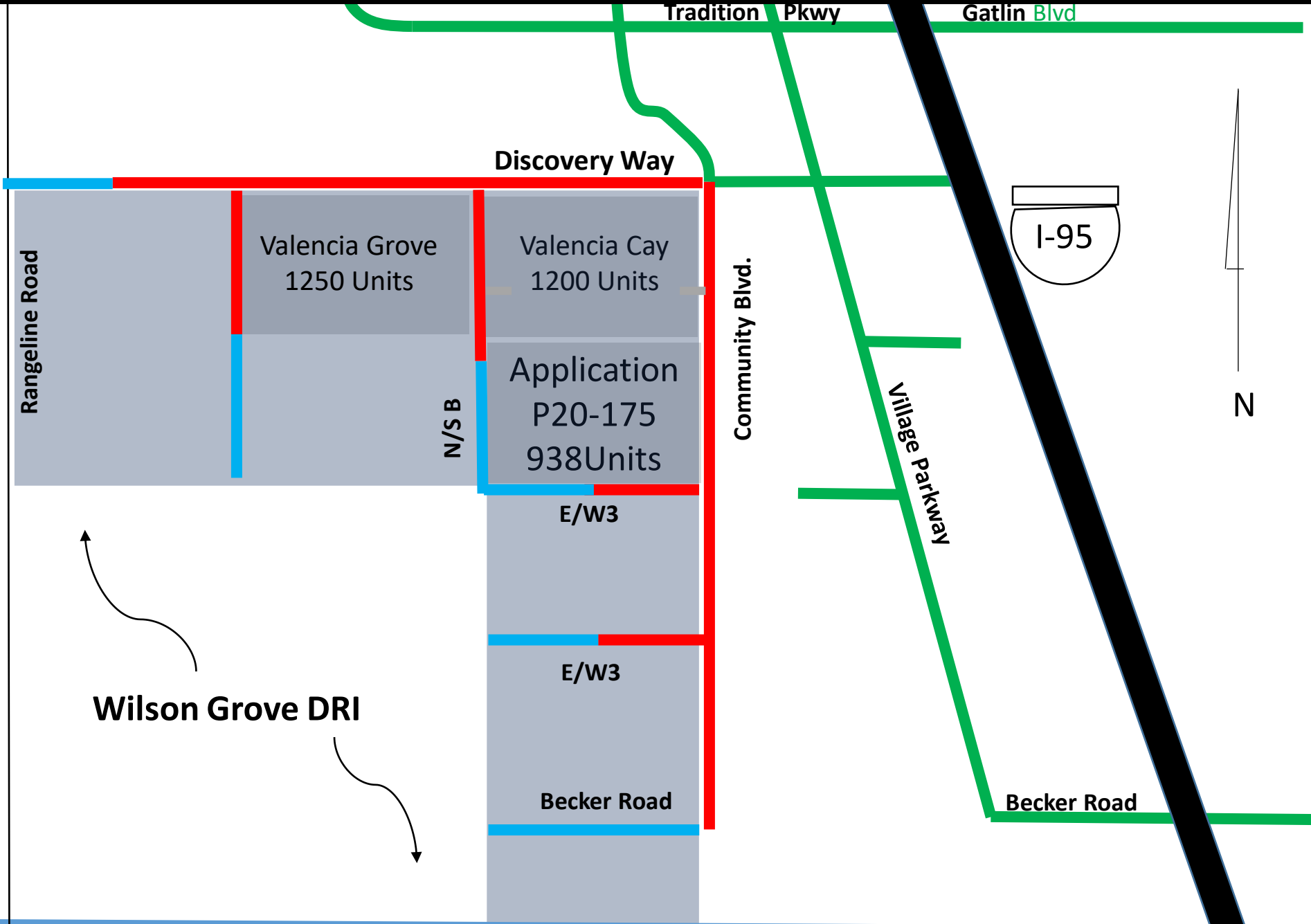
This could take over 20 years and would allow for a full build out of all of Riverland's residential units and the elimination of Phase 2, 3 and 4 of the road network leaving the City with broken and inadequate infrastructure.

Riverland intentionally did not update the WATS or use Single Family Detached instead of Age Restricted because doing so would trigger the necessary first 2L of the required Phase 1 roads.

REASON #3: APPLICATIONS VIOLATE THE COMPREHENSIVE PLAN & CITY CODE

RIVERLAND FINAL 2L ROAD NETWORK

-  ROADS BUILT BY TRADITION AND SOUTHERN GROVE
-  MAXIMUM 2L ROAD NETWORK GL HOMES WILL BUILD
-  2L ROADS GL HOMES SEEKS TO NEVER BUILD



REASON #4: APPLICATIONS WOULD ALLOW PHASE 2 UNITS WITHOUT PHASE 1 ROADS

The Applications would permit Riverland to build 3,275 homes which is more than the allowed Phase 1 (2,500 homes) without all of the required Phase 1 roads.

Riverland has failed to build the following required Phase 1 roads:

- Community to E/W 3 (by 700 units despite being approved for 2,450) - **in default!**
- Community Blvd from E/W 3 to Becker Road
- E/W 3 from Community Blvd to N/S B

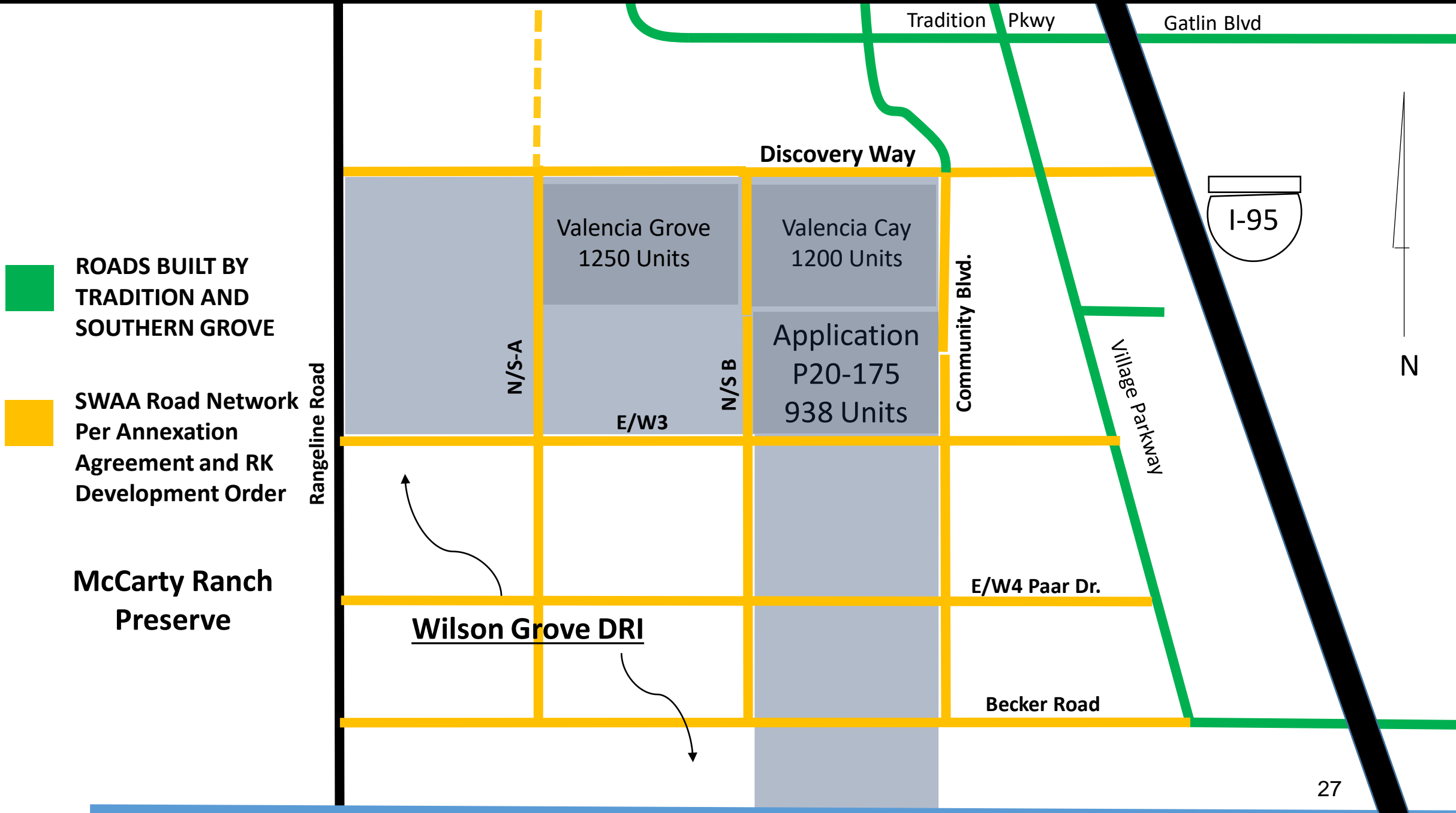
Riverland continues to delay the necessary first 2 lanes of roads to the detriment of both the City and the other DRIs.

Riverland has greatly benefitted from the roads built by Tradition and Southern Grove (Discovery Way) yet continues to delay roads to keep Wilson Grove landlocked.

City has failed to enforce GL Homes' obligation to build the required Phase 1 roads.

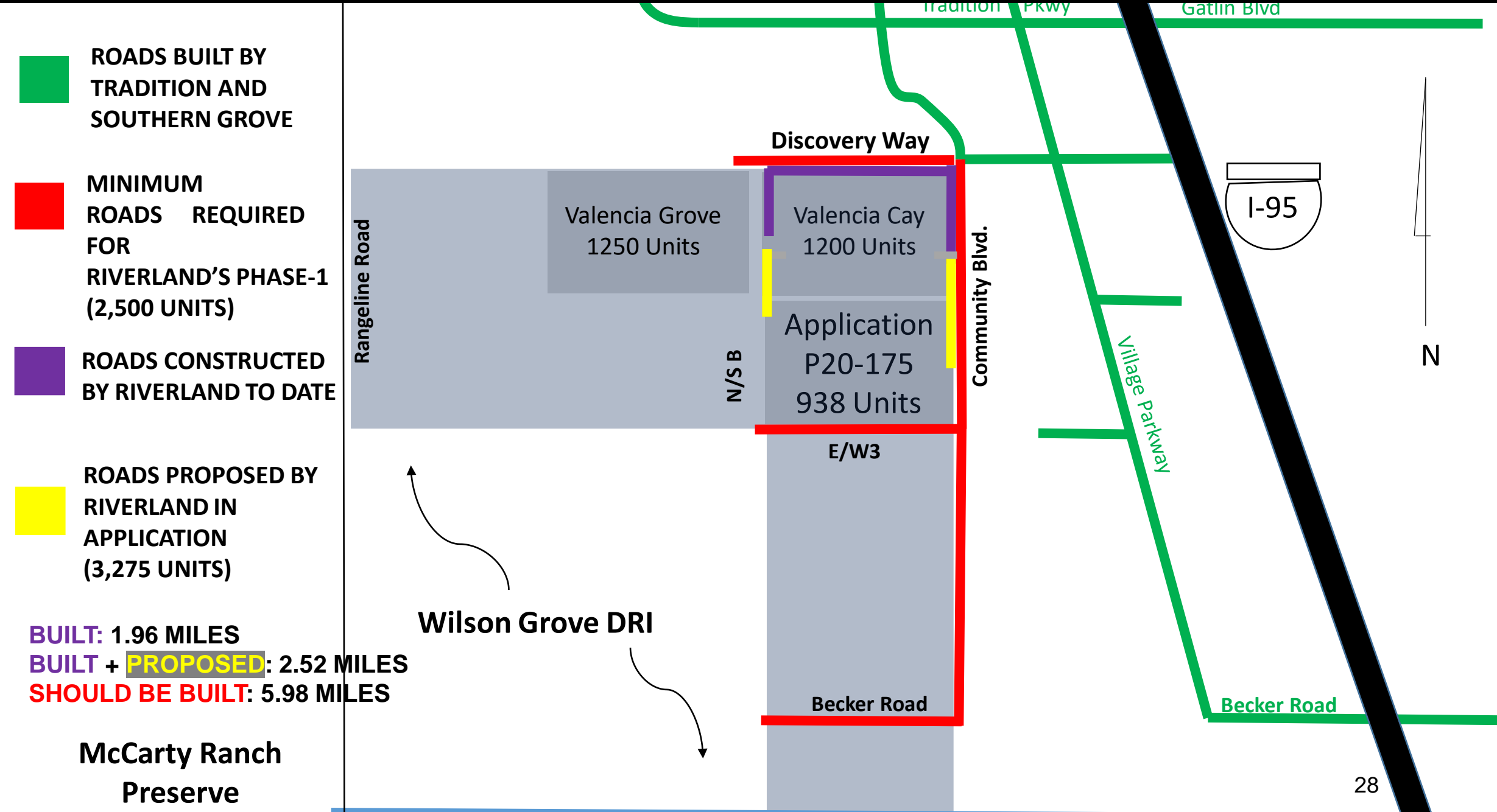
REASON #4: APPLICATIONS WOULD ALLOW PHASE 2 UNITS WITHOUT PHASE 1 ROADS

MAP H OF ANNEXATION AGREEMENT



REASON #4: APPLICATIONS WOULD ALLOW PHASE 2 UNITS WITHOUT PHASE 1 ROADS

RIVERLAND FAILS TO BUILD REQUIRED PHASE 1 ROADS



REASON #4: APPLICATIONS WOULD ALLOW PHASE 2 UNITS WITHOUT PHASE 1 ROADS

EMPTY PROMISES BY GL HOMES

Empty promises regarding roads in order to get approved.



GL Homes Glen Ryals - July 9, 2012

“By the end of 2,500 units, we will have Community Blvd down to Becker Road.”



GL Homes Larry Portnoy - July 9, 2012

“With 2,500 homes, we must have Community Blvd down to Becker Road.”

Under this Application, GL Homes is here today to delay these Phase 1 Roads again.

GL Homes still has not built Community Blvd to E/W 3 (triggered at 700 units).

REASON #4: APPLICATIONS WOULD ALLOW PHASE 2 UNITS WITHOUT PHASE 1 ROADS

EMPTY PROMISES BY GL HOMES

MORE UNITS, NO ROADS

- Phase 1 – 2,500 homes
- Proposed Application – 3,275 homes
- **Difference – 775 more homes, no roads**

CONCLUSION

GL Homes has not even built Community Blvd to E/W 3 (triggered at 700 homes).

City has failed to require GL Homes to build the required Phase 1 roads (triggered at 2,500 homes).

The total number of homes exceed Phase 1 and well into Phase 2 by 775 homes.

GL Homes is intentionally delaying roads it is required to build to keep Wilson Grove landlocked.

Phase	Years	Residential (DU)*	Retail (SF)	Research & Office (SF)	Light Industrial (SF)	Institutional & Civic (SF)
1	2006-2020 <u>2006-2029</u>	2,500	192,000	136,125	136,125	25,000
2	2021-2025 <u>2030-2034</u>	7,901	540,668	408,375	408,375	215,327
3	2026-2030 <u>2035-2039</u>	1,299	160,000	408,375	408,375	87,000
4	2031-2035 <u>2040-2044</u>	0	0	408,375	408,375	0
Total	2006-2035 <u>2006-2044</u>	11,700	892,668	1,361,250	1,361,250	327,327

Table 2
Riverland/Kennedy DRI Road Improvements

Road	From	To	Residential Units	*Trip Threshold	Required Improvement	Status
Phase 1						
Community Blvd.	Discovery Way	E/W 3	700	828	2L	Portion Under Construction (Discovery Way to E/W 2)
Community Blvd.	E/W 3	Paar Dr.	2,000	2,023	2L	
Community Blvd.	Paar Dr.	Becker Rd.	2,500	3,219	2L	
E/W 3	Community Blvd.	N/S B	2,500	3,219	2L	

Source: Riverland Proposed Development Order

CONCLUSION

FINAL TAKEAWAYS

When processing GL Homes' Applications, the City should ask itself the following questions:

- Why hasn't the City enforced the Annexation Agreement and the construction of Becker Road?
- Why hasn't GL Homes built the required and promised Phase 1 Roads?
- Does the City know when the Phase 1 Roads and Becker Road will be built, if ever?
- What enforcement mechanism does the City have to ensure GL Homes builds the required Phase 1 roads under the Development Order? For example, failure to build Community to E/W 3 by 700 units (already approved for 2,450 units).
- Why has GL Homes failed to update its impacts in accordance with the WATS? Why was this application given a recommendation for approval from City staff without the required WATS update?
- If the Application(s) are approved, what incentive does GL Homes have to keep its promises? Who is to say its next application will not have further reduction in the road network?
- What are the consequences to the City and its citizens of the proposed Applications?

CONCLUSION

SOLUTIONS

SOLUTIONS

The Applications should be denied or postponed until Riverland meets its contractual obligations. If the City elects to move forward, Wilson Grove presents the following proposed conditions of approval which are in the best interest of the City and its citizens.

1. **Becker Road:** Require Riverland to **immediately fund and construct the first 2L of Becker Road** through the portion of its property to the boundary of Wilson Grove.
2. **All Required Phase 1 Roads:** Require Riverland to **immediately fund and construct the first 2L of the following roads:**
 - Community Blvd from Discovery to Becker Road
 - E/W 3 from Community Blvd to N/S B

QUESTIONS



RIVERLAND CLAIM

Riverland wrongly contends that the 4th Amendment to the Annexation Agreement removed their obligation to build Becker Road.

This is false.

Section 14(f): “Whenever any paragraph has been deleted and replaced in its entirety in this Amendment, it is intended by the Parties that the deletion and replacement: (a) is as to Wilson Grove only; and (b) shall have no impact on any other Developer under the Agreement.”

Section 14(d): “The Agreement, except as amended and modified by this Amendment, remains in full force and effect.”

The funding and construction of Becker Road to Wilson Grove not subject of Fourth Amendment.

The three developers (Wilson Grove, Riverland and Southern Grove) are still obligated to fund and construct Becker Road under the Annexation Agreement.

RIVERLAND'S CLAIM FALLS SHORT

RIVERLAND CLAIM

Riverland wrongly contends that Wilson Grove's NOPC #2 requires Wilson Grove to build Becker Road in its entirety (including the section through Southern Grove and Riverland).

This is false.

Wilson Grove NOPC #2 (Resolution 11-R) January 2011

1. Becker Road was designated as an "Access Road" for Wilson Grove.
2. Riverland is still required to build first 2L of Becker Road through its property per Annexation Agreement. **You will hear video testimony from City Officials & GL Staff to support this in 2012 and 2015.**
3. Development Orders cannot unilaterally alter obligations of other developers as required under the Annexation Agreement.

Table 1

Required Per Annexation Agreement

Access Road Improvements

<u>Road</u>	<u>From</u>	<u>To</u>	<u>Trip Threshold*</u>	<u>Residential Units</u>	<u>Required Improvement</u>
<u>Phase 1</u>					
<u>Becker Rd</u>	<u>Village Pkwy</u>	<u>N/S B</u>	0	0	<u>2L</u>
<u>Secondary Emergency Access Road between Becker Rd at N/S B and Rangeline Road</u>			0	0	<u>Emergency Access Road</u>
<u>Becker Rd</u>	<u>N/S B</u>	<u>Range Line Rd</u>	2,573	2,200	<u>2L</u>
<u>Phase 2</u>					
<u>Becker Rd</u>	<u>N/S B</u>	<u>Range Line Rd</u>	4,148	3,955	<u>Widen to 4L D</u>

*Wilson Groves Cumulative Total Net External DRI p.m. Peak Hour Trips