

Riviera Hills BCC Meeting

December 17, 2019


Timeline

- Existing:
 - 281 single-family age restricted homes
- Today's Request:
 - 277 single-family non age-restricted homes


Good Faith Reliance

- Silvestri acted in Good Faith based on Agreement
 - Purchased property in 2001
 - April 2011 – Golf course relocation completed. The total cost of the golf course relocation (four golf holes and fairways) and purchase of underlying land from the Zellwood Station Co-Op was ~ \$1,400,000 paid by Owner. The sole purpose of such action was to allow for development of single-family residential subdivision on the Riviera Hills Property
 - Built new restroom facilities
 - \$100,000 payment to Zellwood Station Co-Op in addition to the purchase price
 - Developer has spent \$300k+ in an effort to entitle and develop the Riviera Hills property


Post Closing Agreement Obligations (2008)




B. Silvestri and Zellwood acknowledge that the pump station at its current site between golf hole numbers 1 and 2 of the existing golf course shall remain and shall not be relocated. However, Silvestri agrees to enclose and upgrade the appearance of Zellwood's existing fertilization pump station in accordance with the regulations of the governmental agency having jurisdiction over same.




C. Upon completion of the Golf Course Holes and acceptance of same in writing by Zellwood, Silvestri shall pay to Zellwood, within thirty (30) days of receipt of said written acceptance notice, the sum of One Hundred Thousand and no/100ths Dollars (\$100,000.00) for Zellwood's use to make any improvements to the Zellwood Station PD, determined by Zellwood. This payment is in addition to the Purchase Price and any other obligations of Silvestri herein.




E. Zellwood, by execution of the Contract, accepted the preliminary subdivision plan shown on **Exhibit "F"** of the Contract and the preliminary layout of the Subdivision (the "Preliminary Subdivision Plan"). Final design and final details of the Preliminary Subdivision Plan attached to the Contract as **Exhibit "F"** are subject to the Zellwood's reasonable approval (which approval shall not be unreasonably withheld or delayed), but it is generally accepted by the parties hereto that the "typical" subdivision lot sizes will be approximately 50' wide by 110' deep.




F. Silvestri shall construct, at its sole cost and expense, of a six foot (6') high brick wall along the southern and western boundary of the Subdivision property line. The brick wall, when finished, will be landscaped with irrigation and will be maintained by the Subdivision owners association. Commencement of the wall will commence no earlier than Silvestri's receipt of its first building permit for a home (including a model home) in the Subdivision. Silvestri agrees that until such time as the wall is completed, it shall keep the southern and western boundary of the Subdivision property mowed.




G. It is understood that no motor vehicular access into the Zellwood Station PD will be permitted from the Subdivision, as designed and depicted on **Exhibit "F"** of the Contract.



H. It is understood that no golf cart access between the Subdivision and the Zellwood Station PD will be permitted, unless the Subdivision is approved as a "55 or older community." If the Subdivision is approved as a "55 or older community" only a "pass controlled" golf cart sized gate for entry by golf members only will be allowed, which shall be installed by Silvestri, at its sole cost and expense, and maintained by the Subdivision owners association.



J. Silvestri shall include in the Subdivision association covenants, conditions and restrictions, which shall be recorded in the public records of Orange County, a "No Trespassing" rule in that the only legal motor vehicle entrance into the Zellwood Station PD is through the main gate at Spillman Drive via U.S. Highway 441, and that any other entry into the Zellwood Station PD is considered trespassing.



K. Silvestri shall inform and promote golf course membership to the purchasers of new homes in the Subdivision.

M. Zellwood agrees to fully support Silvestri in obtaining all necessary permits and approvals required with local and state governmental authorities for the Subdivision and/or the Golf Course Holes, including but not limited to an amendment to the Zellwood Station PD, Preliminary Subdivision Plan and final engineering or plat approvals. Silvestri shall have the right, but not the obligation, to commence the construction of the Subdivision with the construction of the Improvements, as defined in the Easement, hereinafter defined.

N. Zellwood agrees to support Silvestri in any of the following, which will relate specifically to the Subdivision: (1) change to the Zellwood Station PD from "manufactured" homes to conventional "stick built" homes, and (2) a change from an "adult" community to a "no age restriction" community.



Riviera Hills Property Before Land Swap



X:476357.83, Y:1598775.57



Riviera Hills Property After Land Swap





W Ponkan Rd

W Ponkan Rd

6-foot concrete wall location



Closest resident

X:470537.33, Y:1597540.33

Buffer Concrete Wall Design Examples





Existing Golf Course Buffer
To Remain

Riviera Hills Site Plan

Total Units: 277

Ponkan Road Improvements

Access from Ponkan Road

17.11 Internal Open Space and Park Amenities for Residents

Promotion of Zellwood Station Golf Course Membership

No vehicle or pedestrian access to Zellwood

