

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	May 2, 2017	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) a Property Maintenance Agreement with Boca Lago Country Club, Inc.;
- B) a County Deed conveying the County's interest in 21 Preserve/Conservation Areas to Boca Lago Country Club, Inc.; and
- C) a Declaration of Restrictive Covenant (Restrictive Covenant) in favor of Palm Beach County over PC Areas #3 and #4 within Boca Lago Country Club.

Summary: Boca Lago Country Club, Inc. (the Club), located in western Boca Raton, plans to reconfigure a portion of its golf course in order to create an approximate 25 acre vacant parcel of land for residential development, and has a contract with Pulte Homes to sell the 25 acres. Located throughout the golf course are 21 small parcels which were dedicated to Palm Beach County on the original Boca Lago Plat (PB30, PG 244) and again on the Re-plat of Boca Lago (PB31, PG 62) for preserve/conservation purposes (PC Areas). The 21 PC Areas have no significant environmental value and ERM has declined to assume maintenance responsibility. As a result, the parcels receive little to no maintenance. Within the 25 acre proposed development area, there are two PC areas (PC area #3 and PC area #4) which the developer proposes to combine and reconfigure into a single parcel and encumber it with a conservation easement. This will require Pulte Homes to re-plat the property, which requires the County's consent. As a condition of recommending that the County consent to the re-plat, Staff required the Club to accept a conveyance of the County's interest in all 21 PC Areas. In order to ensure that the PC Areas are protected and maintained, the PC Areas will remain dedicated on the Replat of Boca Lago for preserve/conservation purposes. In addition, the Property Maintenance Agreement will require the Club to maintain PC Areas #1, #2 and #5 through #21. Both the Club and Pulte will be responsible for maintenance of PC Areas #3 and #4 pursuant to the Restrictive Covenant, and upon the re-plat of the development area, the Restrictive Covenant will terminate and be replaced with a conservation easement for the reconfigured preserve/conservation area. ERM has reviewed and supports the structure of this transaction. There will be no payment/charge for this conveyance, as the County does not hold fee title and is merely releasing its interest in a plat dedication. (PREM) District 5 (HJF)

Background and Justification: Boca Lago PUD, located at the northwest corner of Palmetto Park Road and the Florida Turnpike, is a 546 acre residential/golf course community developed in 1975.

(Continued on page 3)

Attachments:

- 1. Location Map
- 2. Property Maintenance Agreement
- 3. County Deed
- 4. Declaration of Restrictive Covenant

Recommended By:	<u>[Signature]</u>	<u>Arman Wint</u>	<u>4/10/17</u>
		Department Director	Date
Approved By:	<u>[Signature]</u>	<u>U. Baker</u>	<u>4/27/17</u>
		County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u> * </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

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

This transaction will relieve the County of maintenance responsibility for the preserve areas.

Fixed Asset Numbers: F08142 thru F08162 *AD FAND 4/18/17*

C. Departmental Fiscal Review: *[Signature]* *4/12/17*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

* No Fiscal Impact.

[Signature] *4/19/17*
OFMB *ET 4/19* *4/19*

[Signature] *4/26/17*
Contract Development and Control

B. Legal Sufficiency:

[Signature] *4/25/17*
Assistant County Attorney

C. Other Department Review:

Department Director

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

Background and Justification: (Continued from page 1)

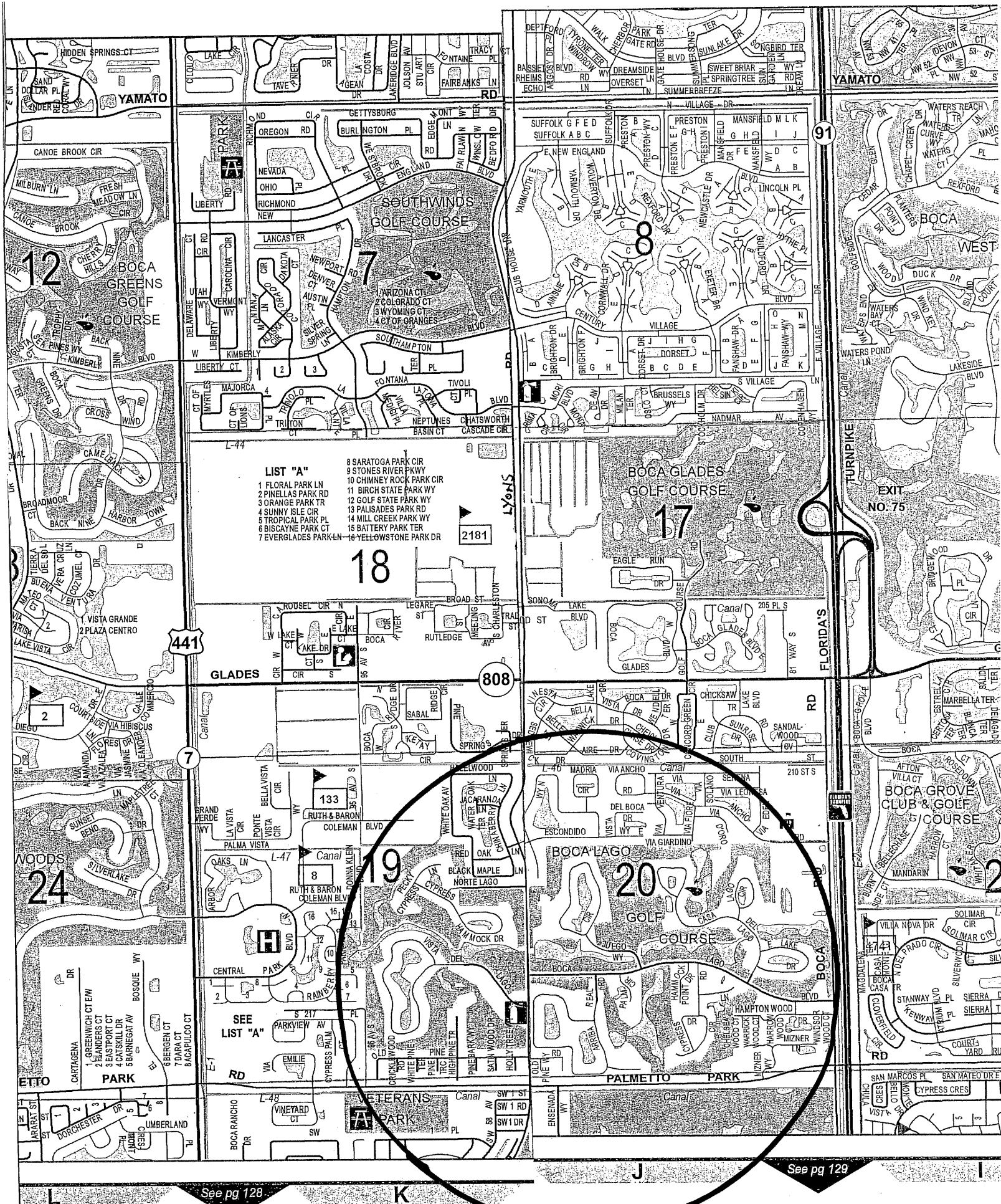
Spread throughout the golf course are 21 separate PC Areas which were dedicated to Palm Beach County on the original Boca Lago Plat (PB 30, PG 244) and again on the Re-plat of Boca Lago (PB 31, PG 62).

Over the years since the PUD was approved and developed, the 21 PC Areas have received almost no maintenance, which has prompted complaints from adjacent unit owners. The 21 PC Areas total 31.01 acres, are located throughout the Boca Lago Country Club property, have a combined Property Appraiser assessed value of \$1,410,444 and are owned in fee simple title by the Country Club (ORB 28227, PG 971), but are listed on PAPA as also owned by the County because of the Plat dedication.

Approximately three years ago, the Club and a developer (Pulte Home, Inc.) approached the County with a residential redevelopment plan for approximately 25 acres of the golf course. Included within the 25 acre redevelopment plan were two PC Areas, PC #3 and PC #4 and a 10' Access Easement. The developer's site plan design requires that PC Area #3 be removed and PC Area #4 be reconfigured. In addition, the Land Development Division is requiring the developer to abandon the public interest in the 10' Access Easement in both PC Areas. Both the Club and developer recognized that in order to proceed in the development review process, they would need County consent to remove PC Area #3, rework the boundary of PC Area #4 and abandon the public interest in both PC Areas.

ERM Staff reviewed the merits of removing PC Area #3 and determined that it was a poor quality preserve and had no objections to its removal. PREM Staff conditioned the project to require the Club to enter into a Property Maintenance Agreement for PC Areas #1, #2 and #5 through #21 and accept conveyance of the County's dedicated interest in all 21 PC Areas prior to recordation of a re-plat. The Club, realizing that the PC Areas should effectively be under their control in order to maintain the aesthetics of the golf course, has agreed to the terms of the Property Maintenance Agreement and, has agreed to accept a County Deed which conveys the County's dedicated interest in all 21 PC Areas. In addition, both the Club and Pulte have agreed to record a Restrictive Covenant over PC Area #3 and #4. This will require maintenance over PC Area #3 and #4 in perpetuity or until such time that these 2 PC Areas are redeveloped.

Under the Property Maintenance Agreement the Club will be required to follow a Preserve Area Management Plan (PAMP) which will require the Club to: 1) remove the exotics from all PC areas; 2) replant native plant species; 3) maintain all 19 PC areas in perpetuity; 4) prohibit certain activities within the PC areas; and 5) allow the County's ERM Department to monitor the PC areas. The residents of Boca Lago will benefit from a more aesthetically pleasing environment through the Club's direct control and maintenance of the PC areas. The County will benefit by the removal of these sites from County maintenance responsibility. The Club has provided the attached Disclosure which does not identify anyone with more than a 5% ownership interest.



LOCATION MAP

Attachment 1
1761

Attachment 2
(25 pages)

PREPARED BY AND RETURN TO:
PETER BANTING
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605
PCN: 00-42-47-19-01-000-0010

PROPERTY MAINTENANCE AGREEMENT

THIS PROPERTY MAINTENANCE AGREEMENT (“Agreement”) is made as of this _____ day of _____, 2017, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (the “County”) whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401 and **BOCA LAGO COUNTRY CLUB, INC.**, a Florida not-for-profit corporation (the “Club”) whose legal mailing address is 8665 Juego Way, Boca Raton, FL 33433-2099. County and Club are sometimes referred to collectively as the “Parties”.

R E C I T A L S:

WHEREAS, Club is the owner of that certain property located in Palm Beach County, Florida, as depicted on Exhibit “A” attached hereto and made a part hereof (hereinafter referred to as the “Club Property”); and

WHEREAS, Preservation/Conservation (PC) Areas located adjacent to the Club Property were dedicated to the County on the Replat of Boca Lago, as recorded in Plat Book 31, Pages 62-71 of the Public Records of Palm Beach County, Florida (the “Boca Lago Replat”), for preservation/conservation purposes, said areas being identified as PC Areas #1, #2, and #5 through #21 on the Boca Lago Replat and referred to herein collectively as the “PC Areas” or individually by each area’s respective PC Area designation, e.g. “PC Area #1”; and

WHEREAS, the PC Areas are legally described and depicted on Exhibit “B” attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

Section I. Acknowledgment. The recitals set forth above are true and correct and are hereby incorporated herein.

Section II. Assumption of Maintenance Responsibilities.

(A) Club agrees to perform the management and maintenance of the PC Areas at Club’s sole cost and expense and in compliance with the Preserve Area Management

and Tree Preservation Plan for Boca Lago Country Club (the "PAMP") attached hereto and made a part hereof as Exhibit "D". In the event of any conflict between the PAMP and this Agreement, this Agreement shall prevail.

(B) Club grants County the right of access over Club Property to the PC Areas in order for County to inspect the PC Areas for Club's compliance with the PAMP. In the event County determines that Club, or its successors or assigns to title of all or any portion of the Club Property, is not maintaining the PC Areas in compliance with the terms of this Agreement, County shall have the right, but not the obligation, upon thirty (30) days written notice to the defaulting party, to perform such maintenance on behalf of the defaulting party at the defaulting party's expense. Upon receipt of invoice from County, the defaulting party shall reimburse County for all expenses incurred by County in performing such work, including an addition 15% management fee of all expenses incurred by County.

(C) The Club agrees to accept a County Deed for PC Areas #1 through #21 and all maintenance responsibility for those PC Areas as set forth herein. The Parties acknowledge that the Club intends to convey the property as depicted in Exhibit "C" attached hereto and made a part hereof (the "Redevelopment Area") to a third party developer for the purpose of redeveloping the property. The Redevelopment Area will be replatted through the redeveloping approval process. The County agrees to record the County Deed and this Agreement the day of recording of the Redevelopment Area Replat or at such earlier date as is mutually agreed upon by the Parties. If after 6 months from the date the County approves this Agreement, the Redevelopment Area replat has not been recorded, the County, at its sole and absolute discretion, may terminate this Agreement and County Deed.

Section III. Miscellaneous.

(A) **Default.** In the event Club fails, neglects or refuses to perform any term, covenant or condition of this Agreement for which a specific remedy is not set forth in this Agreement, County shall have the right to (1) grant Club a reasonable period of time within which to cure such default during which time Club shall utilize Club's best efforts, including bringing suit to remedy such default or (2) seek specific performance of the terms of this Agreement. In the event County elects option number one (1) set forth hereinabove and Club fails or is unable to cure such default within the applicable time period, County shall have the rights identified in number two (2) set forth hereinabove. In the event County elects option number two (2) and County is unable to obtain specific performance of this Agreement for any reason, County shall have the right to pursue damages.

(B) **Non-action on Failure to Observe Provisions of this Agreement.** The failure of either party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that the non-defaulting party

may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

(C) **Notices.** All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone 561-233-0217
Fax 561-233-0210

(b) with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone 561-355-2225
Fax 561-355-4398

(c) If to the Club at:

Boca Lago Country Club, Inc.
8665 Juego Way
Boca Raton, FL 33433-2099
Telephone _____
Fax _____

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

(D) **Florida Contract.** This Agreement shall be deemed a Florida contract and construed in accordance with the laws of Florida, regardless of whether this Agreement is being executed by any of the parties hereto in other states or otherwise. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

(E) **Attorneys' Fees and Costs.** In the event of any litigation arising out of this Agreement, each party shall pay its own attorneys' fees and costs.

(F) **Time of Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

(G) **Non-exclusivity of Remedies.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

(H) **Construction.** No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

(I) **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

(J) **Amendment.** This Agreement may be modified only by an agreement in writing signed by the all of the undersigned parties.

(K) **Binding Effect.** All of the benefits, burdens, easements, and agreements contained herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of all person or entities, their respective successors, assigns, heirs, and personal representatives having or hereinafter acquiring any right, title or interest in or to the Club Property.

(L) **Assignment.** This Agreement may not be assigned by either party prior to the recordation of the Redevelopment Area Replat. After the recordation of the

Redevelopment Area Replat, Club shall notify County of any transfer of title to any portion of the Club Property.

(M) **Headings.** The paragraph headings, captions or abbreviations are used for convenience only and shall not be resorted to for interpretation of this Agreement. Whenever the context so requires, the masculine shall refer to the feminine, the singular shall refer to the plural, and vice versa. Whenever the word "including" is used herein, it shall be deemed to mean "without limitation."

(N) **Entire Agreement.** This Agreement and any Exhibits attached hereto sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

(O) **Recording of Agreement.** County shall be entitled to record this Agreement in the Public Records of Palm Beach County, Florida.

(P) **Effective Date.** This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(Q) **Non-Discrimination.** The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Agreement.

Grantee has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Grantee does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that Grantee will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

(R) **Office of the Inspector General.** Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written.

Signed, sealed, and delivered in the presence of:

CLUB:

BOCA LAGO COUNTRY CLUB, INC., a Florida not-for-profit corporation

By: [Signature]
Russell Glassman, President

[Signature]
Witness Signature

Stephen O'Neill
Witness Name Printed

[Signature]
Witness Signature

CAROLYN G HOGAN
Witness Name Printed

(Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

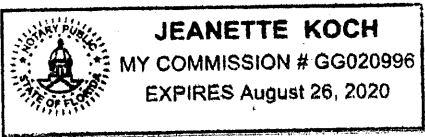
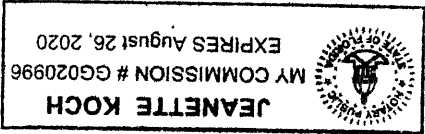
The foregoing instrument was acknowledged before me this 15 day of November, 2016 by Russell Glassman as _____ of Boca Lago Country Club, Inc., who ☒ is personally known or ☐ has produced a driver's license as identification.

[Notary Seal]

Notary Public: [Signature]

Printed Name: _____

My Commission Expires: _____



ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



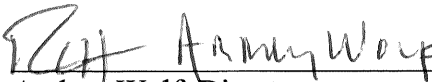
Assistant County Attorney

COUNTY:

**PALM BEACH COUNTY, a
political subdivision of the State of
Florida**

By: _____
Paulette Burdick, Mayor

APPROVED AS TO TERMS
AND CONDITIONS

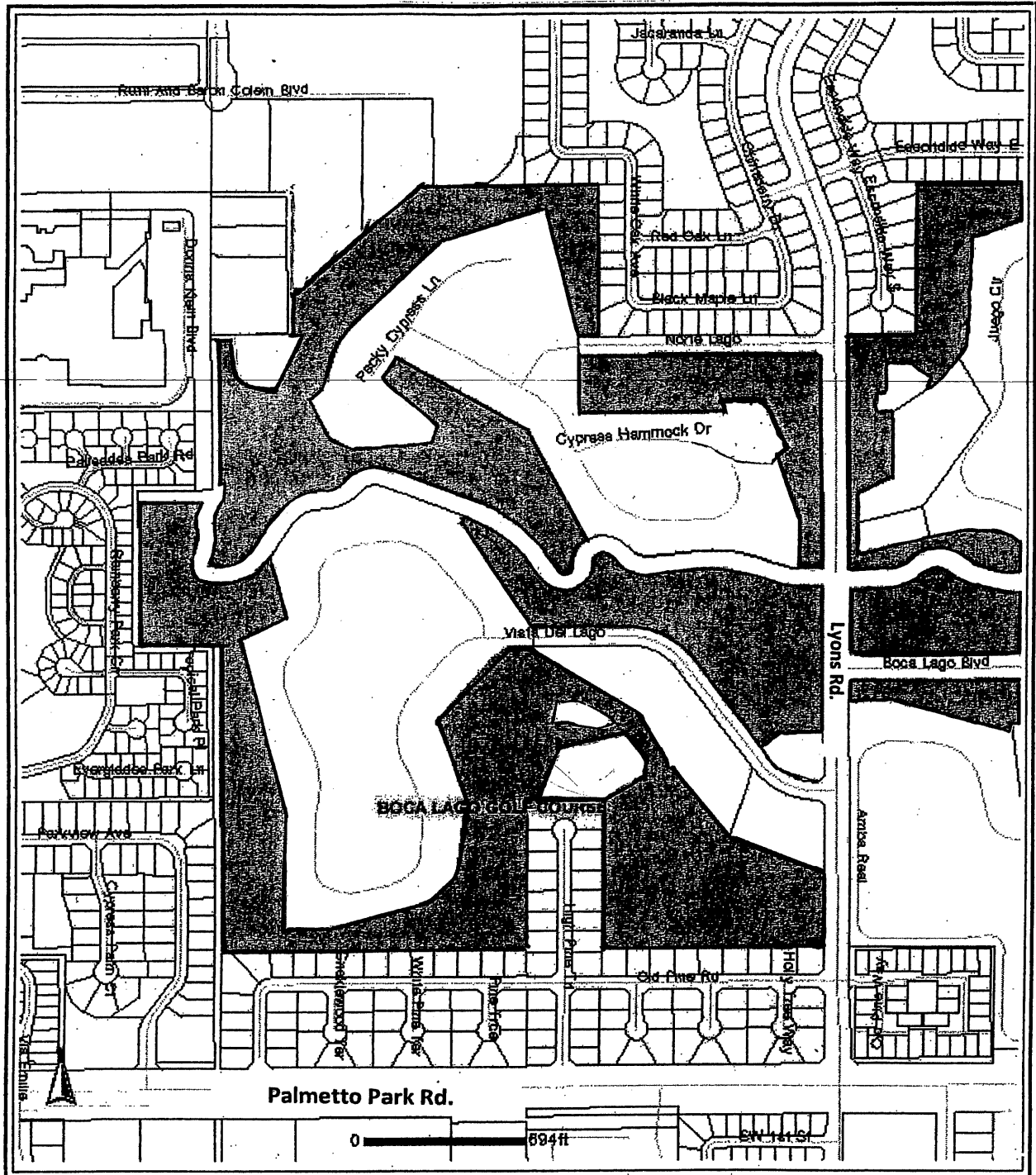


Audrey Wolf, Director
Facilities Development & Operations

G:\PREM\Dev\Open Projects\Boca Lago\Maintenance Agreement hf app 11-21-2016.docx

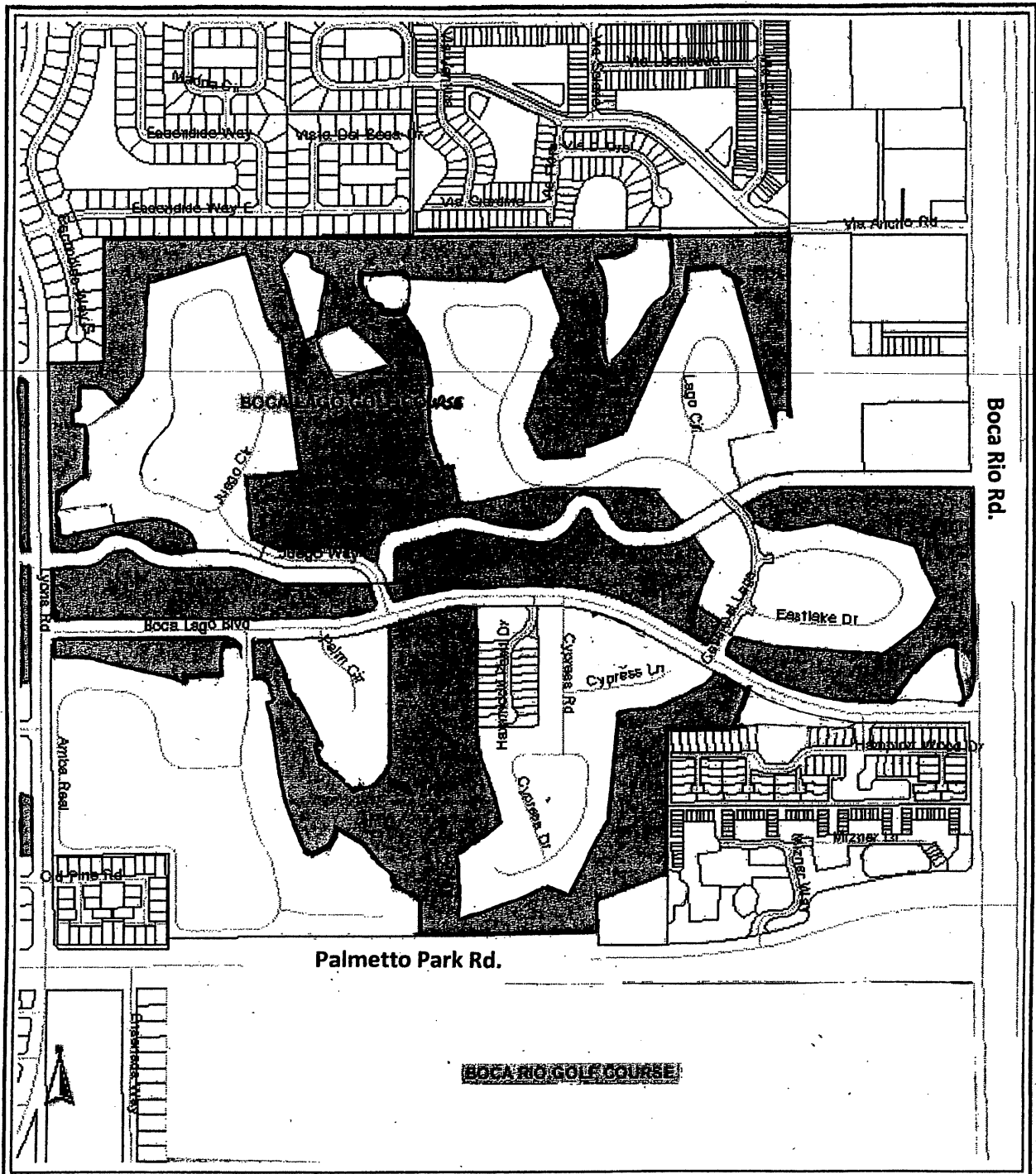
EXHIBIT "A"

"Club Property"



■ Boca Lago Country Club Property , Less
that area depicted as the Re-Development
Area on Exhibit "C", attached hereto.

EXHIBIT "A"



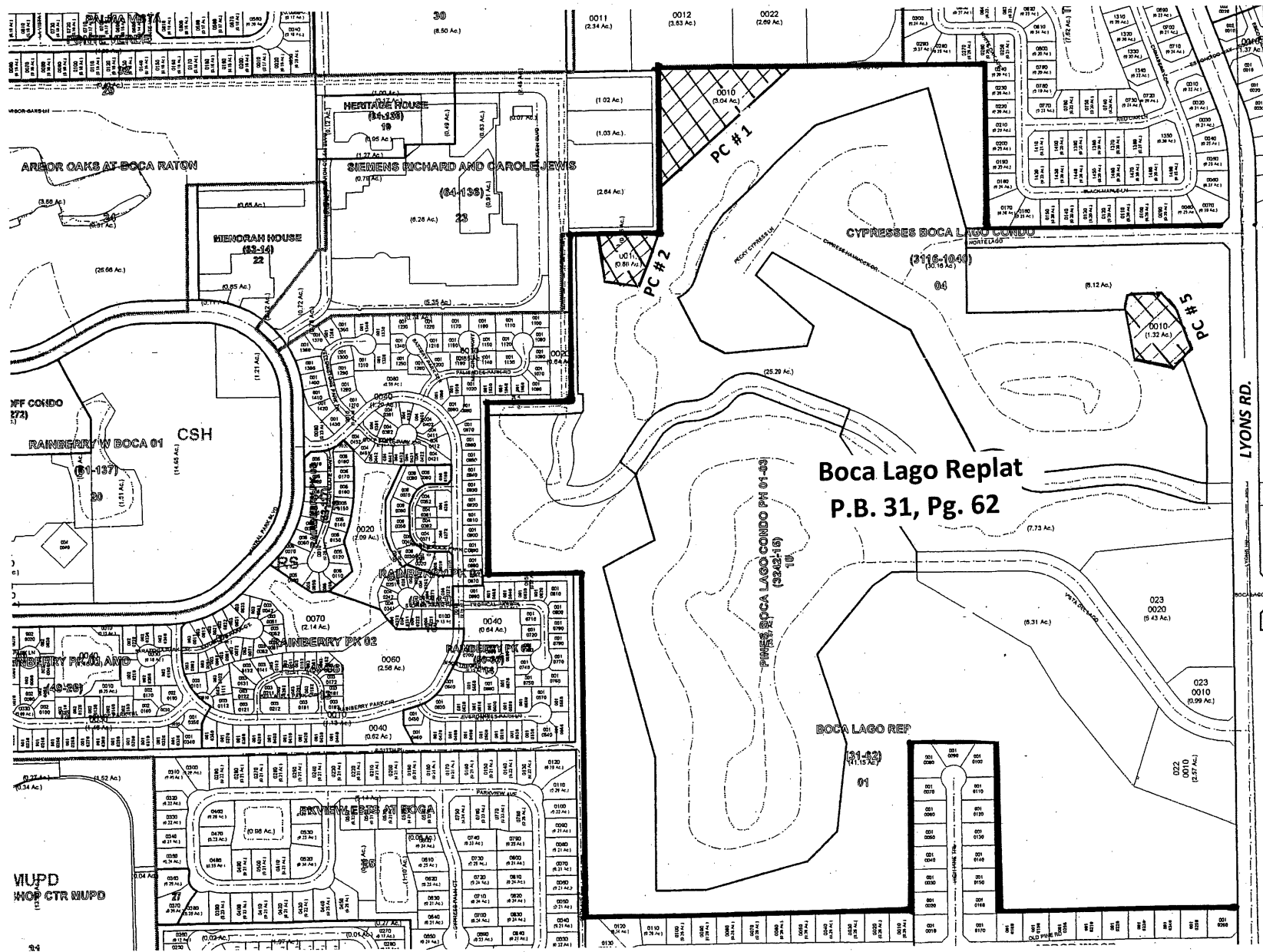
■ Boca Lago Country Club Property , Less
that area depicted as the Re-Development
Area on Exhibit "C", attached hereto.

EXHIBIT “B”

Preservation/Conservation (PC) Areas

Preservation/Conservation (PC) Areas #1, #2 and #5 through #21, on the Replat of Boca Lago, according to the Plat thereof, as recorded in Plat Book 31, Pages 62 through 71, inclusive, of the Public Record of Palm Beach County, Florida

Exhibit "B"



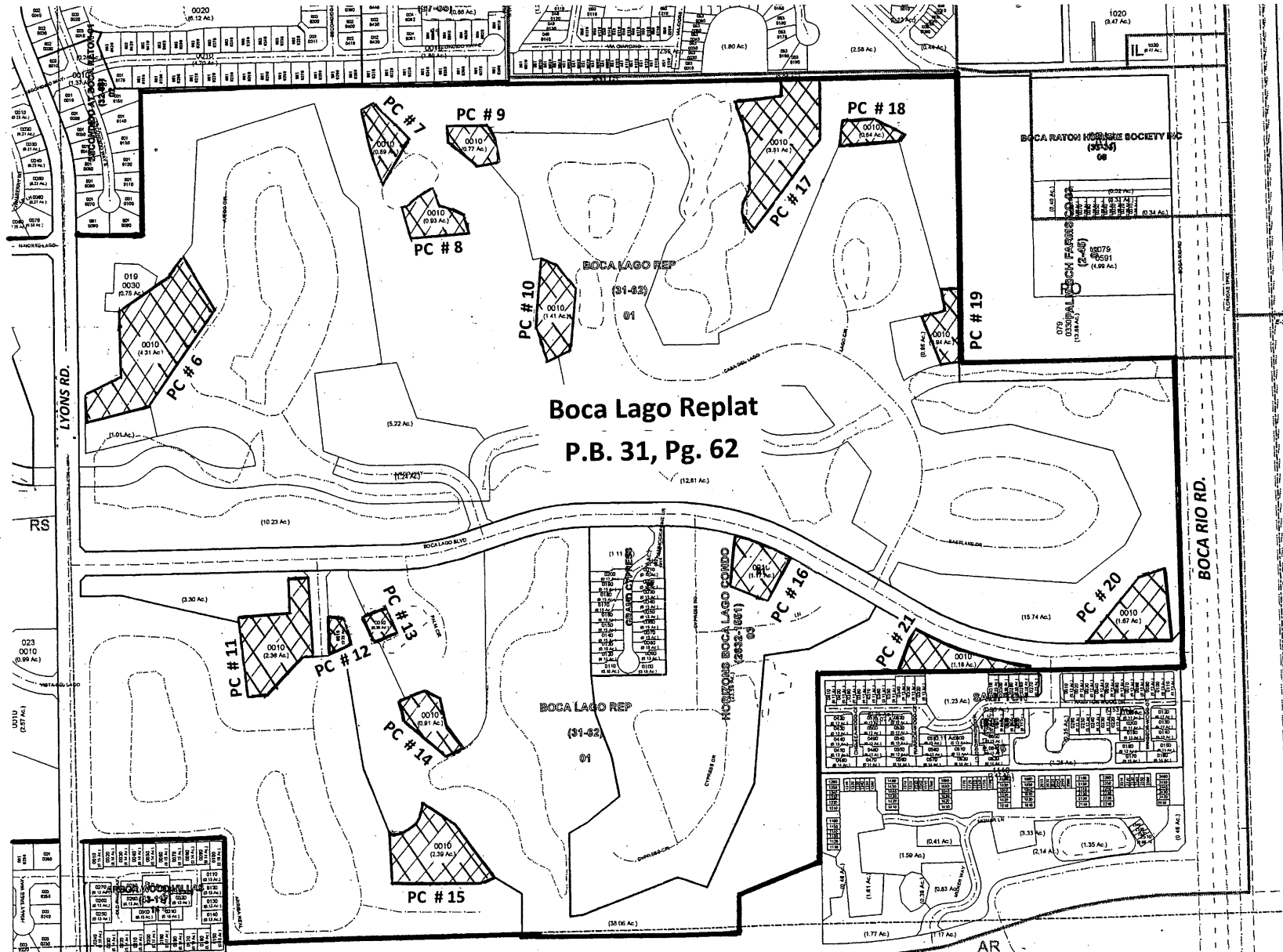


EXHIBIT "C"

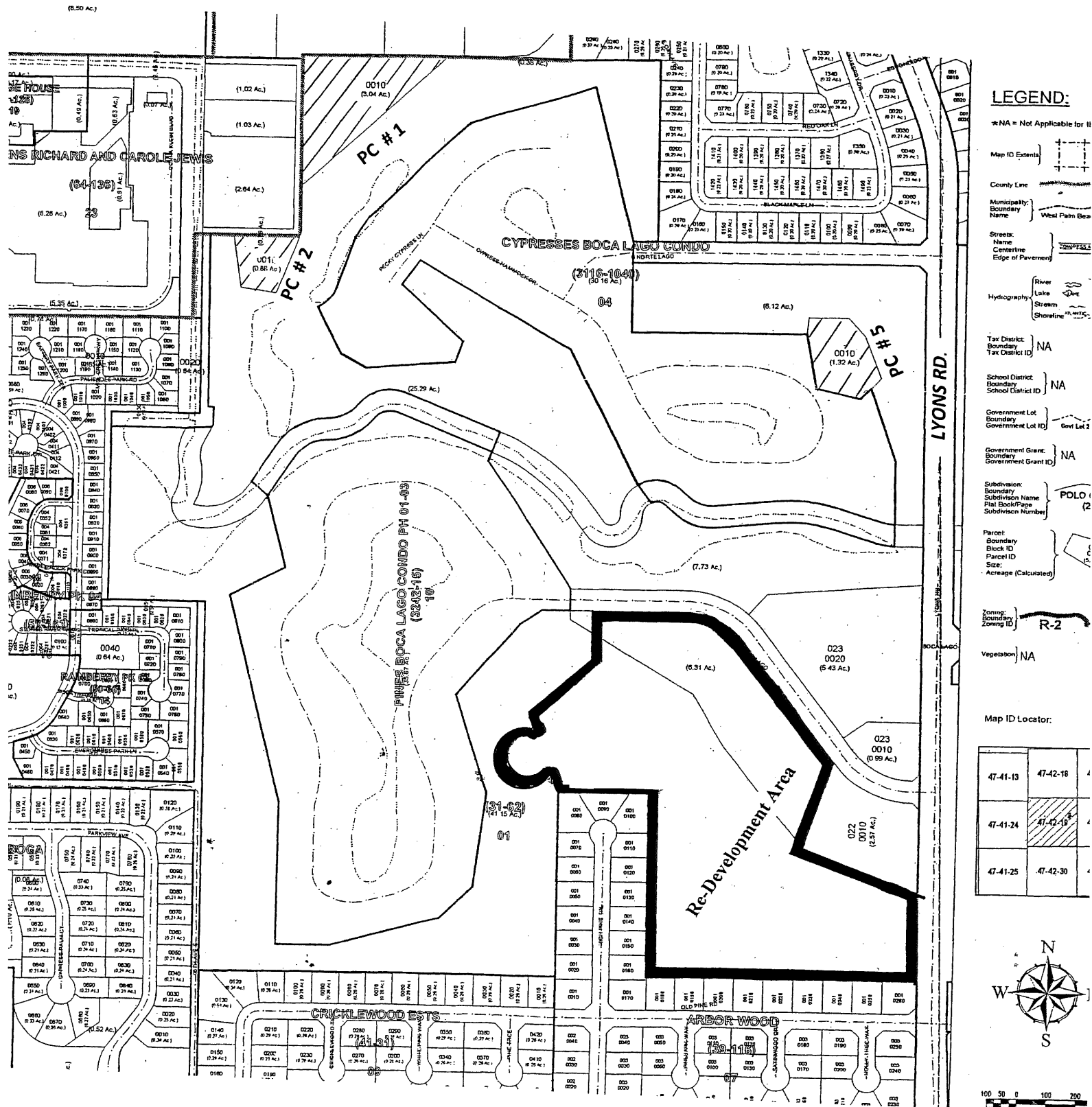


EXHIBIT “D”

**PRESERVE AREA MANAGEMENT AND TREE PRESERVATION
PLAN**

BOCA LAGO COUNTRY CLUB

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I. INTRODUCTION

The intent of the Preserve Area Management and Tree Preservation Plan (PAMP) is to provide an outline of methods for the long-term protection and maintenance of the values and functions of the preserve and tree preservation areas as required by Article 14, Chapter C (14.C.) of the Palm Beach County Unified Land Development Code (ULDC). A detailed description of the preserve area's natural history, including its vegetative condition prior to development, will be included in the report.

OBJECTIVES

- A. To designate (4) four of the existing natural ecosystems including canopy, understory, and groundcover as conservation preserves. Additionally, (15) fifteen areas will be designated tree preservation areas with intent to protect and conserve the existing tree canopy. PC Area #3 & #4 are not addressed by this PAMP and will be governed by a Declaration of Restrictive Covenant or a Conservation Easement should these areas be redeveloped.
- B. Enhance the viability of the conservation and tree preservation areas through the removal and control of invasive exotic plant species and the selective relocation of native plant material into these areas.
- C. Prevent the activities of construction equipment, vehicular traffic, recreational or other potentially destructive uses within the preserve area.
- D. Sustain areas of viable habitat for regional flora and fauna through the implementation of regular maintenance and monitoring programs.

II. SITE DESCRIPTION

The subject property is located within the boundaries of the Boca Lago Country Club PUD, which is located on both the west side and east side of Lyons Road, approximately ¼ mile north of Palmetto Park Road, Boca Raton, Section 19, Township 47, Range 42, Palm Beach County (See Exhibit 1, Location Map of Boca Lago Country Club).

Boca Lago Country Club Development (the "Club") is a residential golf course community that has been in existence since the early 1980's. The

dominant portion of the property is utilized as a golf course with fairways, greens, and other features associated with a typical golf course. Scattered throughout the golf course are a total of twenty-one (21) preserve/conservation areas, hereinafter individually referred to as “PC Areas #1 through #21” and collectively as “PC Areas”, which were dedicated to Palm Beach County on the Replat of Boca Lago, Plat Book 31, Pages 62-71 (See Exhibit 2 The “Plat”). Upon review and approval by Palm Beach County’s Environmental Resource Management (ERM) Department it was determined that only four (4) PC Areas merit remaining designated as true preserve/conservation. These preserves are identified on the plat as PC Areas #6, #10, #16, and #21, and hereinafter shall be collectively referred to as “Preserve Areas or Preserves”. PC Area #3 and #4 have been omitted from this PAMP and the remaining 15 PC Areas will be designated as tree preservation areas, hereinafter collectively referred to as “Tree Preservation Areas”. Both the Preserve Areas and Tree Preservation Areas will be governed in accordance with this PAMP.

III. PRESERVE & TREE PRESERVATION AREA PROTECTION

In order to preserve the integrity of the Preserve Areas, split rail fences will be required only along Club property lines that abut residential areas. Tree Preservation Areas located adjacent to any current or future infill development projects must be sufficiently barricaded with 3’ temporary fencing or approved equivalent during construction activities.

Failure to comply with these guidelines and requirements will be considered a violation of the approved PAMP.

A. EXOTIC VEGETATION CONTROL

See Section V, Exotic Plant Species Control, for detail description and extent of current exotic vegetation coverage and eradication methodology.

The Preserve and Tree Preservation Areas shall be monitored by the Club quarterly after initial exotic vegetation removal and annually thereafter to ensure that the Preserve and Tree Preservation Areas are maintained free of all prohibited and invasive non-native plant species.

All prohibited and invasive non-native plant species as defined in the most current Vegetation Protection and Preservation Section of the ULDC 14.C. and the most current Florida Environmental Pest Plant

Council (FEPPC) Category I List (target species) shall be removed and disposed of off-site with the other site vegetative debris. All vegetation listed in ULDC 14.C. Appendix 5, Prohibited Invasive Non-Native Vegetation and Appendix 6, Invasive Non-Native Vegetation must be removed from the Tree Preservation Areas.

**B. PRESERVE AND TREE PRESERVATION AREA
ENHANCEMENT ACTIVITIES**

The Preserve Areas are predominantly vegetated with a dominant native canopy. Although some exotic and nuisance plants exist, it is not anticipated that much native plant material (nursery stock) will be required to be planted within the Preserve Areas as restoration.

The following Table 1 list of approved species may be supplemented by the Club, with Palm Beach County ERM approval, after the removal of the exotic and nuisance plants.

Table 1		
Comon Name	Scientific Name	Size & Spacing
Slash pine	Pinus elliotti var. densa	3 gallon, random
Cypress	Taxodium ascendans	3 gallon, random
Dahoon holly	Ilex cassine	3 gallon, random
Laurel oak	Quercus laurifolia	3 gallon, random
Firebush	Hamelia patens	1 gallon, random
Cocoplum	Chrysobalanus	1 gallon, random
Saw palmetto	Serenoa repens	1 gallon, random
Muhly grass	Muhlenbergia capillaries	1 gallon, random

Installation of trees and understory shall not adversely impact existing native vegetation. “Crowding” of trees shall be prohibited by installing the vegetation in “natural” groupings to include shrubs and open area breaks. The Preserve Areas and Tree Preservation Areas may be used as receptor sites for relocated and replacement trees as required by any Standard Vegetation Removal Permit issued for land parcels located within Boca Lago. No installation of prohibited or invasive plant species will be allowed within the Preserve or Tree Preservation Protection Areas.

All relocated vegetation and replacement trees will be monitored quarterly by the Club for a period of one year to ensure 100% survivorship. Any vegetation that does not survive, other than from

natural conditions, will be replaced according to the Replacement Table 14.C.16-1 in Chapter C, ULDC. Additionally, storm damaged trees that do not pose an imminent threat within the (4) Preserve Areas may not be removed; but may be cut/stumped 20 to 25' above the surface. Storm damaged trees within the Tree Preservation Areas may be removed and replaced with a like tree species.

Failure to comply with these guidelines will be considered a violation of the approved PAMP.

IV. MAINTENANCE AND MONITORING

A. PROHIBITED ACTIVITIES

All activities not associated with good environmental practice for the perpetual maintenance of the Preserve Areas will be prohibited. Activities that are prohibited within the boundaries of the Preserve Areas may include but are not limited to: mowing, sodding, trimming, man-made structures, play equipment, permanent irrigation, dumping, grubbing, filling, man-made runoff, the creation of point source discharge, or other alteration. Prohibited activities within Tree Preservation Areas include: dumping, grubbing, filling, or creation of a point source discharge.

Passive recreational activities including nature walks, bird and wildlife watching and photography are allowed within the boundaries of the Preserve and Tree Preservation Areas.

Any other activity not addressed in the PAMP shall require written approval by ERM prior to initiation. Any activity which may possibly impact the integrity and continued viability of the Preserve and Tree Preservation Areas is prohibited.

B. MONITORING

The Preserve Areas will be monitored quarterly by the Club for the first year after initial exotic vegetation removal and annually thereafter. Monitoring shall include, but is not limited to: removal of trash and debris, identification of prohibited activities, identification and eradication of invasive non-native species, ensuring compliance with the standards for survivorship of the relocated plant material, and replacement tree plantings or any other supplemental planting as specified in the approved PAMP.

V. EXOTIC PLANT SPECIES CONTROL

All prohibited and invasive non-native plant species as defined in the most current Vegetation Protection Section of the ULDC and FEPPC Category I Plant List (target species) shall be removed and eradicated from the Preserve Areas, as well as the Tree Preservation Areas. The process of exotic target species vegetation removal for all PC Areas will include the following activities:

All chemicals shall be handled and applied by a Florida State Licensed Pesticide Applicator.

The following is the proposed methodology to remove and eradicate the exotic vegetation:

- ☐ cut larger, woody exotic plant species to a stump near flush with existing ground level with hand tools (chain saw, machete).
- ☐ remove large trunks and limbs by hand (or gabled to equipment) to be pulled out of the preserve avoiding damage/impacts to existing native plant species.
- ☐ treat the stumps of the removed exotic plants with the appropriate herbicide (Garlon 4®).
- ☐ cut exotic and nuisance vines at the base of the tree, palm, or shrub.
- ☐ leave the vine in the tree canopy so as not to damage tree by pulling on the vine to remove.
- ☐ treat the base of the vine, rhizome, or root mat with the appropriate herbicide.
- ☐ remove of all debris from the Preserve Areas and Tree Preservation Areas to be chipped and hauled off site for proper disposal.
- ☐ perform a follow-up treatment of any resprouting or newly seeded exotic and nuisance plant species prior to application to ERM for the final inspection.

The Preserve Areas will be reviewed and monitored annually in perpetuity by the Club to ensure compliance for the permanent eradication of invasive non-native vegetation as listed in the most current Vegetation Protection Section of the ULDC and FEPPC Category I Plant List (target species).

Table 2 lists the proposed start and completion dates for the scheduled removal of invasive non-native vegetation. If the project is delayed for unforeseen circumstances the Club or their successors may be granted time extensions in one year intervals with written request to Palm Beach County ERM.

Table 2

ID	Size	Start Date	Completion Date
Tree Preservation Area #1	2.86 ac	2017	2019
Tree Preservation Area #2	0.88 ac	2017	2019
Tree Preservation Area #5	1.32 ac	2017	2019
Tree Preservation Area #7	0.90 ac	2017	2019
Tree Preservation Area #8	0.93 ac	2017	2019
Preserve Area #10	1.41 ac	2017	2019
Tree Preservation Area #9	0.77 ac	2019	2021
Tree Preservation Area #14	0.91 ac	2019	2021
Tree Preservation Area #17	3.52 ac	2019	2021
Tree Preservation Area #18	0.65 ac	2019	2021
Tree Preservation Area #19	0.93 ac	2019	2021
Preserve Area #16	1.17 ac	2019	2021
Preserve Area #21	1.18 ac	2019	2021
Tree Preservation Area #11	2.37 ac	2021	2023
Tree Preservation Area #12	0.30 ac	2021	2023
Tree Preservation Area #13	0.36 ac	2021	2023
Tree Preservation Area #15	2.44 ac	2021	2023
Tree Preservation Area #20	1.68 ac	2021	2023
Preserve Area #6	4.32 ac	2021	2023

VI. CONCLUSION

The perpetual management and monitoring of the four (4) Preserves and fifteen (15) Tree Preservation Areas by the Club will successfully maintain the Preserve Areas and Tree Preservation Areas to a high standard for the control of exotic and nuisance plants. Potential supplemental planting of native species back into each of the Preserves will vegetatively enhance the overall quality and habitat of each Preserve Area (as needed).

Perpetual maintenance and monitoring will ensure that the Preserve Areas will remain intact for the future enjoyment of the residential community as well as for the indigenous wildlife.

Affidavit of Responsibility – Club, its successor and assigns, is the party responsible for compliance with the guidelines and requirements listed within this PAMP on each of the four (4) Preserve Areas and Fifteen (15) Tree Preservation Areas. The Club or the succeeding homeowners association (HOA) is the party responsible for compliance with the conditions and requirements for any required preserve areas as applied to the re-development parcel. The long term/in perpetuity responsibility of complying with the guidelines and requirements set forth in the PAMP as approved by ERM shall be with the Club and/or its successors. The Preserve Areas shall remain free of all invasive and non-native plant species and no prohibited activities as outlined in this PAMP shall occur within the Preserve or Tree Preservation Areas. Failure to comply with these guidelines will be considered a violation of the approved PAMP.

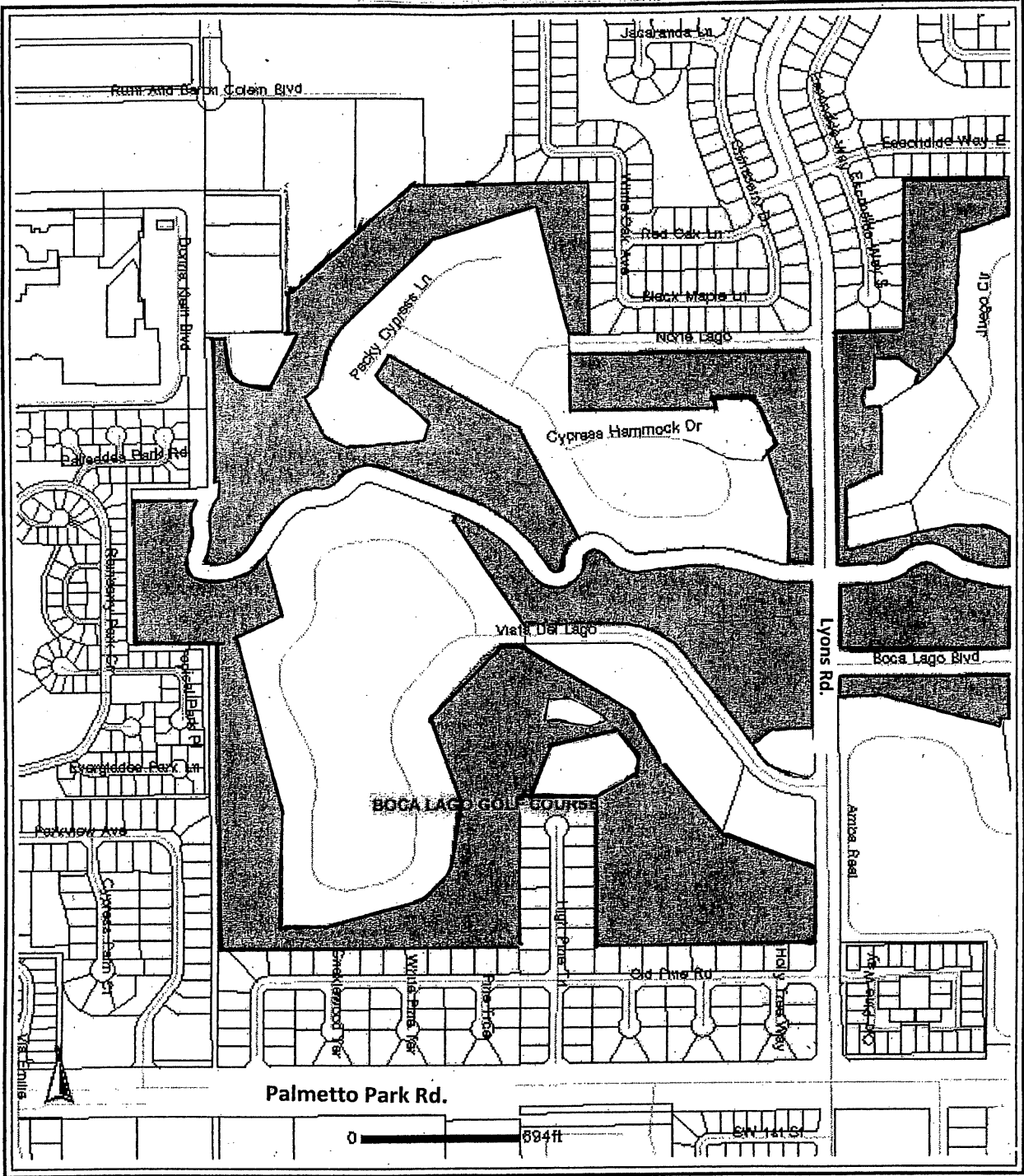
The Preserve and Tree Preservation Areas will be monitored throughout the clearing and tree/vegetation relocation by a knowledgeable environmental professional.

Property which changes ownership is subject to disclosure laws notifying new owners of this management plan and any outstanding code enforcement issues. Results of code enforcement violations will be assumed by the owner of the property on which the violation occurs. Failure to disclose in writing the existence and nature of a proceeding to the prospective transferee creates a rebuttable presumption of fraud.

Palm Beach County shall have the right to enforce the provisions of the PAMP through any available administrative or civil proceeding which may result in penalties. Appropriate re-vegetation and other remedies may be required of any person, corporation or other entity found in violation of any of the provisions of the PAMP.

EXHIBIT "1"

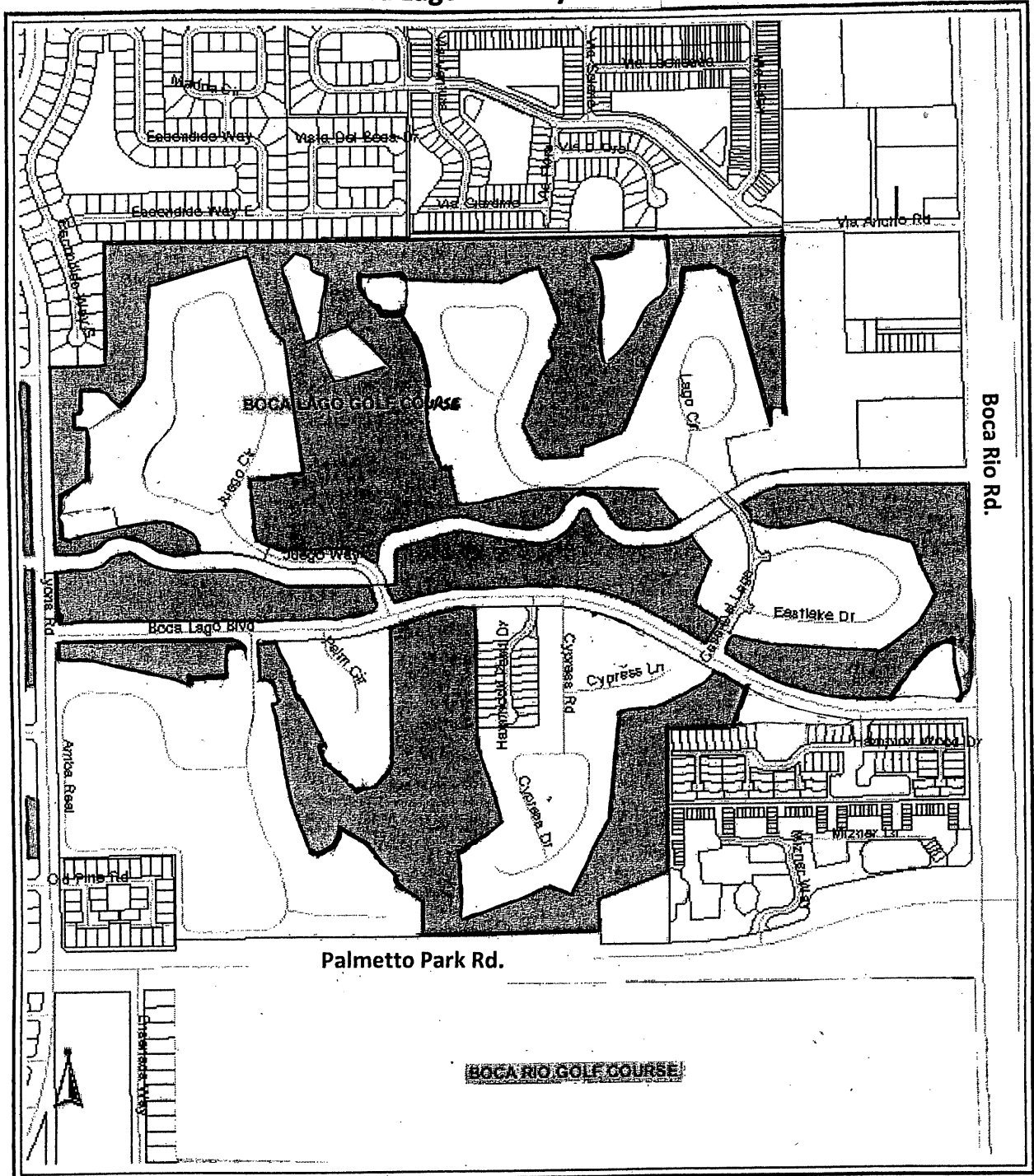
Boca Lago Country Club



■ Boca Lago Country Club Property , Less
that area depicted as PC Area #3 and PC Area #4
on Exhibit "2", attached hereto.

EXHIBIT "1"

Boca Lago Country Club



■ **Boca Lago Country Club Property , Less
that area depicted as PC Area #3 and PC Area #4
on Exhibit "2", attached hereto.**

The “Plat”



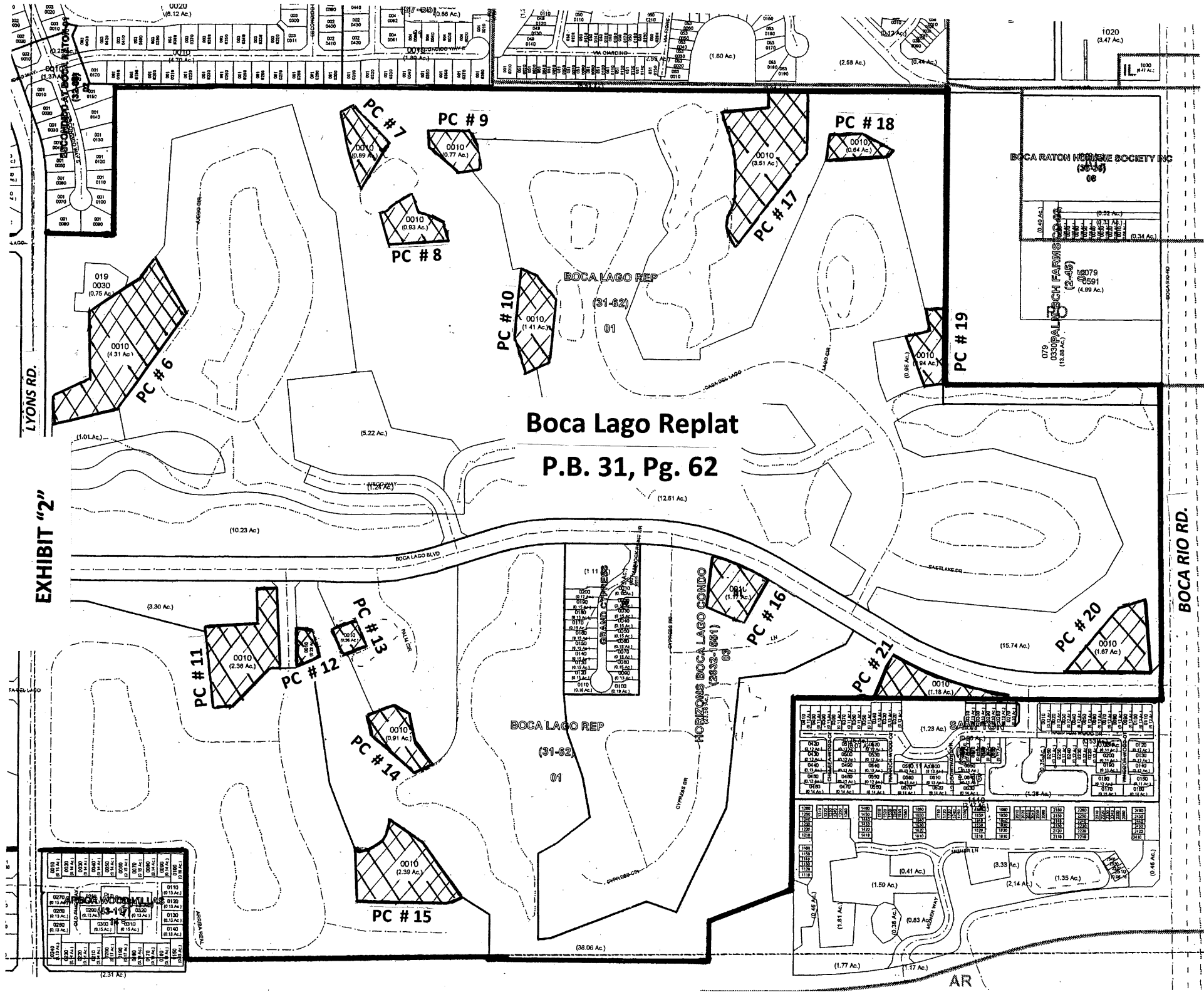


EXHIBIT "2"

Boca Lago Replat
P.B. 31, Pg. 62



Attachment 3
(5 pages)

PREPARED BY AND RETURN TO:
PETER BANTING, REAL ESTATE SPECIALIST
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-47-19-01-000-0010
Closing Date: _____
Purchase Price: \$0

COUNTY DEED

This COUNTY DEED, made _____, by PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, "County", and BOCA LAGO COUNTRY CLUB, INC., a Florida not-for-profit corporation, whose legal mailing address is 8665 Juego Way, Boca Raton, FL 33433-2099, "Club".

WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by Club, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Club, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

See Exhibit "A" attached hereto and made a part hereof ("PC Property") and Exhibit "B" attached hereto and made a part hereof ("10' Access Easement").

It is the specific intent of this deed that the County conveys its platted dedicated interest in the PC Property and the 10' Access Easement as recorded in the Replat of Boca Lago, Plat Book 31, Page 62, of the public records of Palm Beach County, Florida.

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(OFFICIAL SEAL)

By:  _____
Assistant County Attorney

G:\PREM\Dev\Open Projects\Boca Lago\Deed. hf app 11-21-2016.docx

Exhibit "A"
Legal Description

Preservation/Conservation Areas (P.C. Areas) #1 through #21, on the Replat of Boca Lago, according to the Plat thereof, as recorded in Plat Book 31, Page 62 through 71, inclusive, of the Public Records of Palm Beach County, Florida.

Said lands all situate in Palm Beach County, Florida, and contain 31.01 acres, more or less.

EXHIBIT "B"

DESCRIPTION:

ALL OF THAT CERTAIN 10 FOOT WIDE ACCESS EASEMENT LYING WITHIN RECREATION TRACT "C", REPLAT OF BOCA LAGO (P.B.30, PP.244-253), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGES 62 THROUGH 71 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF P.C. AREA #3 OF SAID REPLAT OF BOCA LAGO; THENCE N.62°02'16"W. ALONG THE NORTHEAST LINE OF SAID P.C. AREA #3, A DISTANCE OF 6.89 FEET; THENCE N.71°23'05"E., A DISTANCE OF 107.88 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID RECREATION TRACT "C; THENCE S.59°20'00"E. ALONG SAID EAST LINE, A DISTANCE OF 6.60 FEET; THENCE S.30°31'00"E. ALONG SAID EAST LINE, A DISTANCE OF 5.11 FEET; THENCE S.71°23'05"W., A DISTANCE OF 101.48 FEET; THENCE S.37°28'50"E., A DISTANCE OF 80.27 FEET TO THE NORTHEAST CORNER OF P.C. AREA #4 OF SAID REPLAT OF BOCA LAGO; THENCE S.76°25'00"W. ALONG THE NORTH LINE OF SAID P.C. AREA #4, A DISTANCE OF 10.94 FEET; THENCE N.37°28'50"W., A DISTANCE OF 86.70 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID P.C. AREA #3; THENCE S.88°55'09"E. ALONG THE SOUTH LINE OF SAID P.C. AREA #3, A DISTANCE OF 6.35 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.


NOTES:

- 1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- 2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE RELATIVE TO A RECORD PLAT BEARING OF S88°55'09"E ALONG THE SOUTH LINE OF P.C. AREA #3, REPLAT OF BOCA LAGO.
- 4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
- 5. THIS IS A GRAPHIC DEPICTION OF THE LANDS DESCRIBED HEREON, AND NOT A SURVEY.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON NOVEMBER 18, 2016. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.


SHEET 1 OF 3



CAULFIELD & WHEELER, INC.

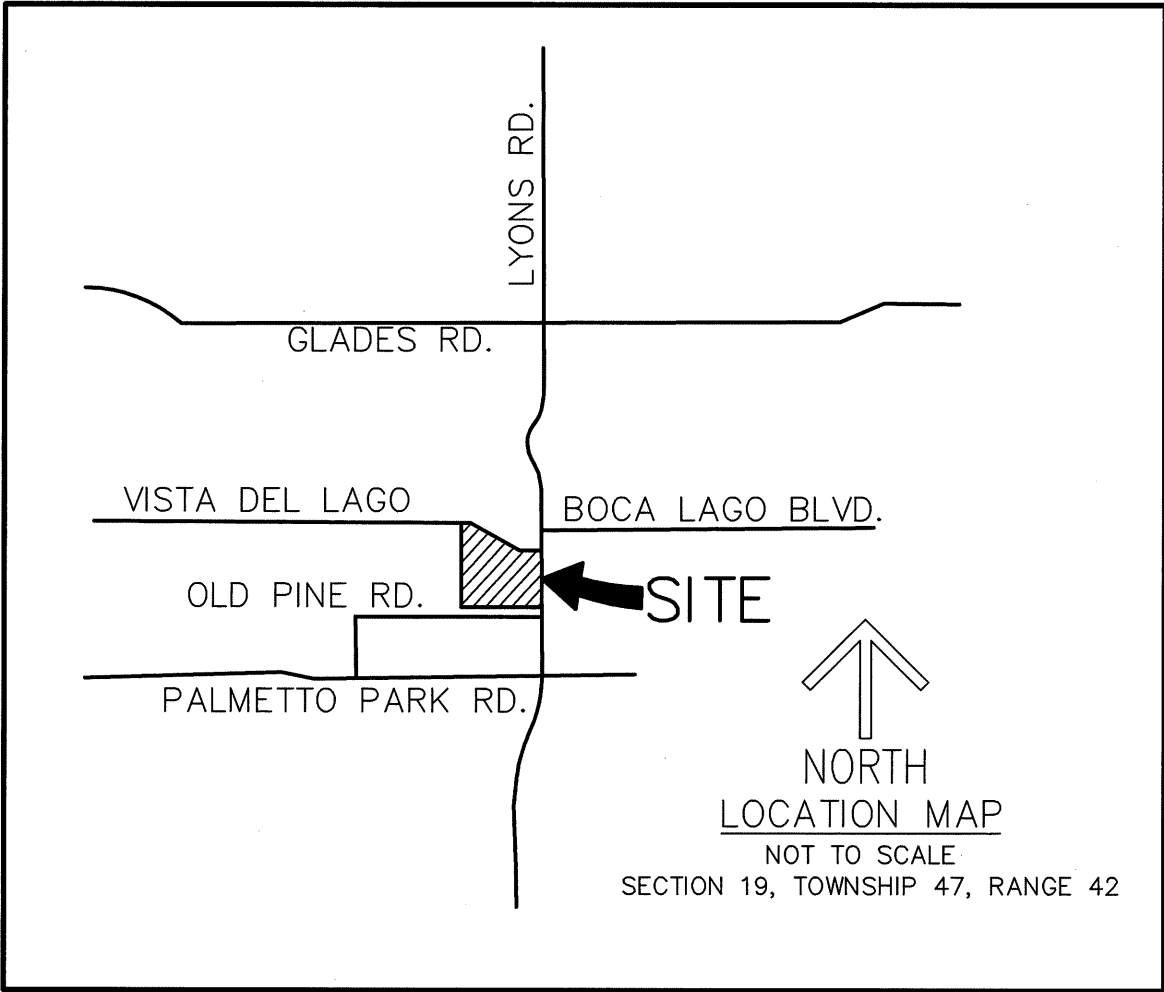
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

REPLAT OF BOCA LAGO
EXISTING 10 FOOT ACCESS EASEMENT
SKETCH OF DESCRIPTION



DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
LB# 3591

DATE	11/18/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7211-AE



NOTES
COORDINATES, BEARINGS AND DISTANCES

COORDINATES SHOWN ARE GRID
DATUM = NAD 83 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND
SCALE FACTOR = 1.0000227
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
COORDINATES SHOWN MEET OR EXCEED THE LOCAL
ACCURACY REQUIREMENTS OF A 2 CENTIMETER GEODETIC
CONTROL SURVEY.

S88°55'09"E (PLAT BEARING)

S89°20'09"E (GRID BEARING)

SOUTH LINE OF P.C. AREA #3

00°25'00" = BEARING ROTATION
(PLAT TO GRID)
COUNTERCLOCKWISE

SHEET 2 OF 3

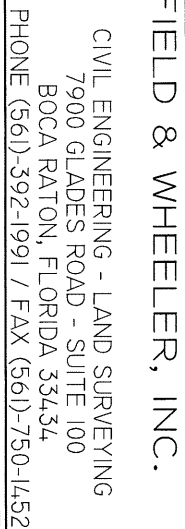


CAULFIELD & WHEELER, INC.

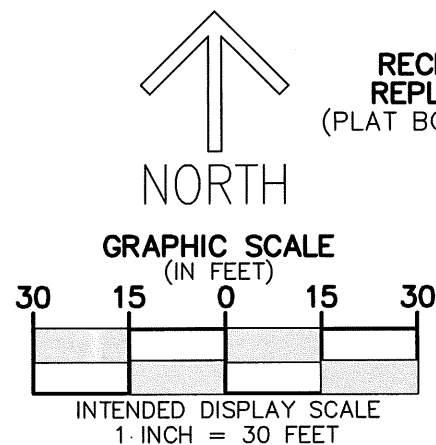
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**REPLAT OF BOCA LAGO
EXISTING 10 FOOT ACCESS EASEMENT
SKETCH OF DESCRIPTION**

DATE	11/18/16
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7211-AE



**REPLAT OF BOCA LAGO
EXISTING 10 FOOT ACCESS EASEMENT
SKETCH OF DESCRIPTION**



SHEET 3 OF 3

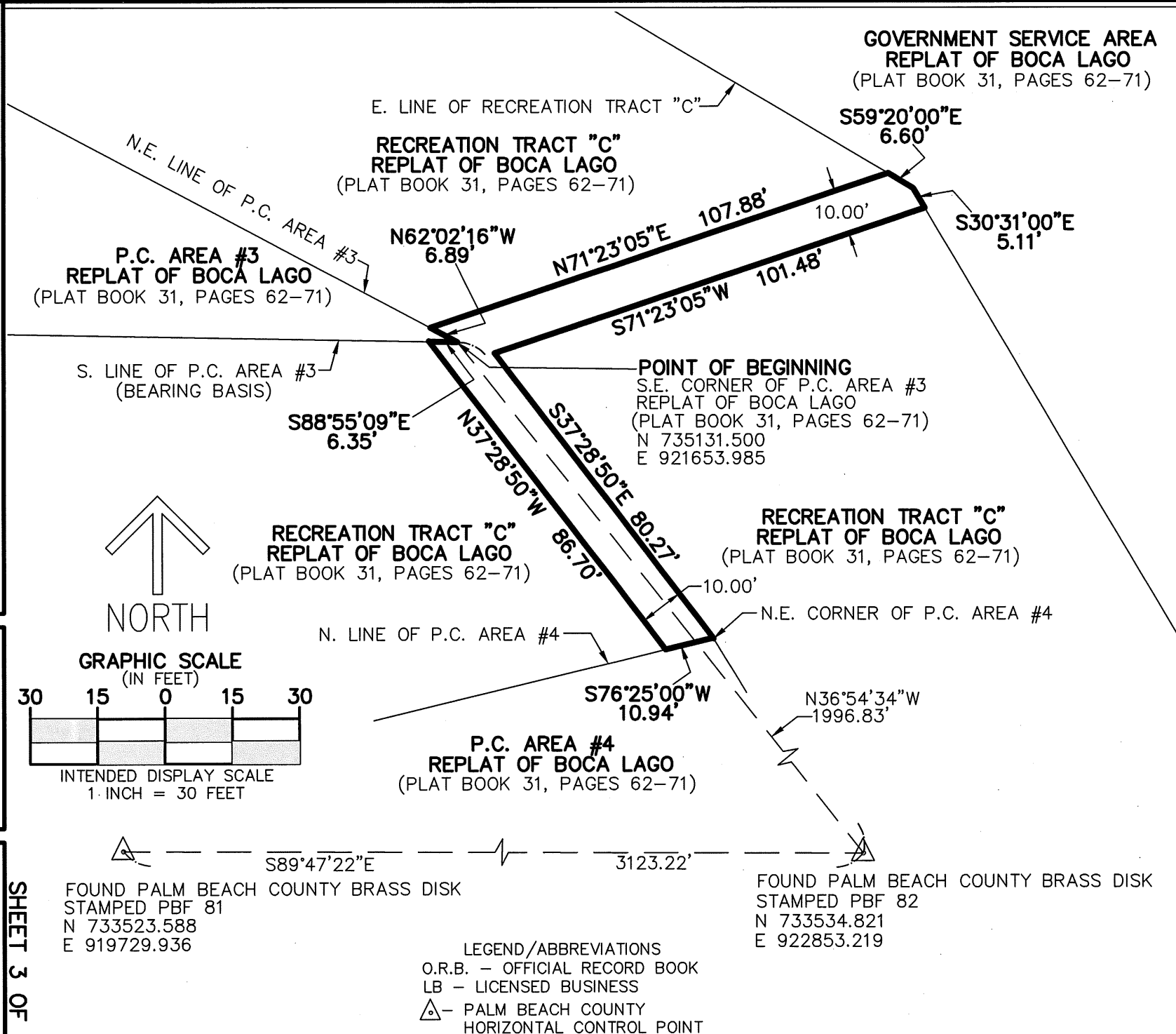
DATE	11/18/16
------	----------

DRAWN BY JC

F.B. / PG.	N/A
------------	-----

SCALE AS SHOWN

JOB NO. 7211-AE



Attachment 4
(17 pages)

PREPARED BY AND RETURN TO:
PETER BANTING
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605
PCN: 00-42-47-19-01-000-0010

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (“RESTRICTIVE COVENANT”) is made as of this _____ day of _____, 2017, by **BOCA LAGO COUNTRY CLUB, INC.**, a Florida not-for-profit corporation (the “Club”) whose legal mailing address is 8665 Juego Way, Boca Raton, FL 33433-2099, and **PULTE HOME COMPANY, LLC**, a Michigan limited liability Company authorized to do business in Florida (“Pulte”) in favor of **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the “County”) whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401. County, Club and Pulte are sometimes referred to collectively as the “Parties”.

R E C I T A L S:

WHEREAS, Club is the owner of that certain property located in Palm Beach County, Florida, as depicted on Exhibit “A” attached hereto and made a part hereof (hereinafter referred to as the “Club Property”); and

WHEREAS, twenty-one (21) preservation/conservation areas located adjacent to the Club Property were dedicated to the County on the Replat of Boca Lago, as recorded in Plat Book 31, Pages 62-71 of the Public Records of Palm Beach County, Florida (the “Boca Lago Replat”), for preservation/conservation purposes, said areas being identified as PC Area #1 through PC Area #21 on the Boca Lago Replat and referred to herein collectively as the “PC Areas” or individually by each area’s respective PC Area designation, e.g. “PC Area #1”; and

WHEREAS, Club is in the process of redeveloping a portion of its golf course and, at Club’s sole discretion, cost and expense, may convey the property legally described in Exhibit “B” attached hereto and made a part hereof (the “Redevelopment Area”) to Pulte or a third party developer for the purpose of redeveloping the property; and

WHEREAS, Pulte has a contract to purchase the Redevelopment Area from the Club and has joined in the approval and execution of this agreement in the event Pulte takes title to the Redevelopment Area prior to the County’s approval, and

WHEREAS, the redevelopment of the Redevelopment Area requires the abandonment of PC Area #3 and PC Area #4 (hereinafter collectively referred to as “Tree

Preservation Area” or “TPA”) for the replat of the Redevelopment Area (the “Redevelopment Area Replat”) as depicted in Exhibit “C” attached hereto and made a part hereof; and

WHEREAS, the Redevelopment Area and Redevelopment Area Replat will be properly named by the Club through the redevelopment process; and

WHEREAS, until the Redevelopment Area Replat is recorded, County requires a restrictive covenant be recorded against the TPA to prohibit any development; and

WHEREAS, the recording of the Redevelopment Area Replat will signify that the Redevelopment Area project has obtained all the regulatory approvals, including the required conservation easement for the new development, and will automatically terminate this Restrictive Covenant.

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Club, and its successors or assigns, does hereby establish and agree to be bound by this Restrictive Covenant upon the TPA, which shall be binding on Club as follows:

Section I. Acknowledgment and Termination.

A. The recitals set forth above are true and correct and are hereby incorporated herein.

B. Upon the recording of the Redevelopment Area Replat and a conservation easement for the new development, this Restrictive Covenant will automatically terminate, be void and of no further force or effect as of the date of the recordation of the Redevelopment Area Replat.

Section II. Prohibited and Restricted Activities.

A. The TPA shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this Restrictive Covenant.

B. Passive recreational activities including nature walks, bird and wildlife watching and photography are allowed within the boundaries of the TPA.

Any other activity not addressed in this Restrictive Covenant shall require written approval by ERM prior to initiation. Any activity which may possibly impact the integrity and continued viability of the TPA is prohibited.

Section III. Tree Preservation Area Protection.

A TPA located adjacent to any current or future infill development projects must be sufficiently barricaded with 3’ temporary fencing or approved equivalent during construction activities.

Failure to comply with these guidelines and requirements will be considered a violation of this Restrictive Covenant.

A. Exotic Vegetation Control.

See Section V, Exotic Plant Species Control, for detail description and extent of current exotic vegetation coverage and eradication methodology.

The TPA shall be monitored by the Club quarterly after initial exotic vegetation removal and annually thereafter to ensure that the TPA is maintained free of all prohibited and invasive non-native plant species.

All prohibited and invasive non-native plant species as defined in the most current Vegetation Protection and Preservation Section of the ULDC 14.C. and the most current Florida Environmental Pest Plant Council (FEPPC) Category I List (target species) shall be removed and disposed of off-site with the other site vegetative debris. All vegetation listed in ULDC 14.C., Appendix 5, Prohibited Invasive Non-Native Vegetation and Appendix 6, Invasive Non-Native Vegetation must be removed from the TPA.

B. Tree Preservation Area Enhancement Activities.

The TPA is predominantly vegetated with a dominant native canopy. Although some exotic and nuisance plants exist, it is not anticipated that much native plant material (nursery stock) will be required to be planted within the TPA as restoration.

The following Table 1 list of approved species may be supplemented by the Club, with the Palm Beach County Department of Environment Resource Management (ERM) approval, after the removal of the exotic and nuisance plants.

Table 1

Comon Name	Scientific Name	Size & Spacing
Slash pine	Pinus elliotti var. densa	3 gallon, random
Cypress	Taxodium ascendans	3 gallon, random
Dahoon holly	Ilex cassine	3 gallon, random
Laurel oak	Quercus laurifolia	3 gallon, random
Firebush	Hamelia patens	1 gallon, random
Cocoplum	Chrysobalanus	1 gallon, random
Saw palmetto	Serenoa repens	1 gallon, random
Muhly grass	Muhlenbergia capillaries	1 gallon, random

Installation of trees and understory shall not adversely impact existing native vegetation. "Crowding" of trees shall be prohibited by installing the vegetation in "natural" groupings to include shrubs and open area breaks. The TPA may be used as receptor sites for relocated and replacement trees as required by any Standard Vegetation Removal Permit issued for land parcels located within Boca Lago. No installation of prohibited or invasive plant species will be allowed within the TPA.

All relocated vegetation and replacement trees will be monitored quarterly by the Club for a period of one year to ensure 100% survivorship. Any vegetation that does not survive, other than from natural conditions, will be replaced according to the Replacement Table 14.C.16-1 in Chapter C, ULDC. Storm damaged trees within the TPA may be removed and replaced with a like tree species.

Failure to comply with these guidelines will be considered a violation of this Restrictive Covenant.

Section IV. Monitoring

Monitoring shall include, but is not limited to: removal of trash and debris, identification of prohibited activities, identification and eradication of invasive non-native species, ensuring compliance with the standards for survivorship of the relocated plant material, and replacement tree plantings or any other supplemental planting as specified in this Restrictive Covenant.

Section V. Exotic Plant Species Control.

All prohibited and invasive non-native plant species as defined in the most current Vegetation Protection Section of the ULDC and FEPPC Category I Plant List (target species) shall be removed and eradicated from the TPA. The process of exotic target species vegetation removal for the TPA will include the following activities:

All chemicals shall be handled and applied by a Florida State Licensed Pesticide Applicator.

The following is the proposed methodology to remove and eradicate the exotic vegetation:

- ☐ cut larger, woody exotic plant species to a stump near flush with existing ground level with hand tools (chain saw, machete).
- ☐ remove large trunks and limbs by hand (or gabled to equipment) to be pulled out of the preserve avoiding damage/impacts to existing native plant species.
- ☐ treat the stumps of the removed exotic plants with the appropriate herbicide (Garlon 4®).
- ☐ cut exotic and nuisance vines at the base of the tree, palm, or shrub.
- ☐ leave the vine in the tree canopy so as not to damage tree by pulling on the vine to remove.

- ☐ treat the base of the vine, rhizome, or root mat with the appropriate herbicide.
- ☐ remove of all debris from the TPA is to be chipped and hauled off site for proper disposal.
- ☐ perform a follow-up treatment of any resprouting or newly seeded exotic and nuisance plant species prior to application to ERM for the final inspection.

The proposed start for the scheduled removal of invasive non-native vegetation in the TPA will be in 2017 and shall be completed in 2019. If the project is delayed for unforeseen circumstances the Club or their successors may be granted time extensions in one year intervals with written request to Palm Beach County ERM.

Section VI. Club Responsibility.

The perpetual management and monitoring of the TPA by the Club will be successfully maintained to a high standard for the control of exotic and nuisance plants.

- A.** Club, its successors and assigns, is the party responsible for compliance with the guidelines and requirements listed within this Restrictive Covenant for the TPA. The long term/in perpetuity responsibility of complying with the guidelines and requirements set forth in this Restrictive Covenant, as approved by ERM, shall be with the Club and/or its successors. The TPA shall remain free of all invasive and non-native plant species and no prohibited activities as outlined in this Restrictive Covenant shall occur within the TPA. Failure to comply with these guidelines will be considered a violation of this Restrictive Covenant.
- B.** The TPA will be monitored throughout the clearing and tree/vegetation relocation by a knowledgeable environmental professional.
- C.** Any ownership change of the TPA is subject to disclosure laws notifying new owners of this Restrictive Covenant and any outstanding code enforcement issues. Results of code enforcement violations will be assumed by the owner of the property on which the violation occurs. Failure to disclose in writing the existence and nature of a proceeding to the prospective transferee creates a rebuttable presumption of fraud.
- D.** Palm Beach County shall have the right to enforce the provisions of this Restrictive Covenant through any available administrative or civil proceeding which may result in penalties. Appropriate re-vegetation and other remedies may be required of any person, corporation or other entity found in violation of any of the provisions of this Restrictive Covenant.

Section VII. Access.

Club grants County the right of access over Club Property to the TPA in order for County to inspect the referenced areas for Club's compliance with this Restrictive Covenant. In the event County determines that Club, or its successors or assigns is not maintaining the TPA in compliance with the terms of this Restrictive Covenant, County shall have the

right, but not the obligation, upon thirty (30) days written notice to the defaulting party, to perform such maintenance on behalf of the defaulting party at the defaulting party's expense. Upon receipt of invoice from County, the defaulting party shall reimburse County for all expenses incurred by County in performing such work, including an additional 15% management fee of all expenses incurred by County.

Section VIII. Miscellaneous.

A. Default. In the event Club fails, neglects or refuses to perform any term, covenant or condition of this Restrictive Covenant for which a specific remedy is not set forth in this Restrictive Covenant, County shall have the right to (1) grant Club a reasonable period of time within which to cure such default during which time Club shall utilize Club's best efforts, including bringing suit to remedy such default or (2) seek specific performance of the terms of this Restrictive Covenant. In the event County elects option number one (1) set forth hereinabove and Club fails or is unable to cure such default within the applicable time period, County shall have the rights identified in number two (2) set forth hereinabove. In the event County elects option number two (2) and County is unable to obtain specific performance of this Restrictive Covenant for any reason, County shall have the right to pursue damages.

B. Non-action on Failure to Observe Provisions of this Restrictive Covenant. The failure of either party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Restrictive Covenant, or any exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that the non-defaulting party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

C. Notices. All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone 561-233-0217
Fax 561-233-0210

(b) with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone 561-355-2225
Fax 561-355-4398

(c) If to the Club at:

Boca Lago Country Club, Inc.
8665 Juego Way
Boca Raton, FL 33433-2099
Telephone _____
Fax _____

(d) If to Pulte at:

Pulte Home Company, LLC
4400 PGA Boulevard, Suite 700
Palm Beach Gardens, FL 33410

Any party may from time to time change the address to which notice under this Restrictive Covenant shall be given such party, upon three (3) days prior written notice to the other parties.

D. Florida Contract. This Restrictive Covenant shall be deemed a Florida contract and construed in accordance with the laws of Florida, regardless of whether this Restrictive Covenant is being executed by any of the parties hereto in other states or otherwise. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

E. Attorneys' Fees and Costs. In the event of any litigation arising out of this Restrictive Covenant, each party shall pay its own attorneys' fees and costs.

F. Time of Essence. Time is of the essence with respect to the performance of every provision of this Restrictive Covenant in which time of performance is a factor.

G. Non-exclusivity of Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

H. Construction. No party shall be considered the author of this Restrictive Covenant since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Restrictive Covenant shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Restrictive Covenant and the same shall remain in full force and effect.

I. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Restrictive Covenant by reference.

J. Amendment. This Restrictive Covenant may be modified only by an agreement in writing signed by the all of the undersigned parties.

K. Binding Effect. All of the benefits, burdens, easements, and agreements contained herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of all person or entities, their respective successors, assigns, heirs, and personal representatives having or hereinafter acquiring any right, title or interest in or to the Club Property.

L. Assignment. This Restrictive Covenant may not be assigned by either party prior to the recordation of the Redevelopment Area Replat.

M. Headings. The paragraph headings, captions or abbreviations are used for convenience only and shall not be resorted to for interpretation of this Restrictive Covenant. Whenever the context so requires, the masculine shall refer to the feminine, the singular shall refer to the plural, and vice versa. Whenever the word "including" is used herein, it shall be deemed to mean "without limitation."

N. Entire Agreement. This Restrictive Covenant and any Exhibits attached hereto sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto and supersedes all prior and

contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

O. Recording of Restrictive Covenant. County shall be entitled to record this Restrictive Covenant in the Public Records of Palm Beach County, Florida.

P. Effective Date. This Restrictive Covenant is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

Q. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Restrictive Covenant.

Club and Pulte each have submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Club or Pulte does not have a written non-discrimination policy or one that conforms to the County's policy, Club and Pulte have acknowledged through a signed statement provided to County that either party, as applicable, will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

R. Office of the Inspector General. Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

S. Club acknowledges and agrees that the Club shall not withdraw or rescind its approval of this Restrictive Covenant after November 23, 2016.


REMAINDER OF PAGE INTENTIONALLY LEFT BLANK


IN WITNESS WHEREOF, the Parties have executed this Restrictive Covenant as of the day and year first written.

Signed, sealed, and delivered
in the presence of:

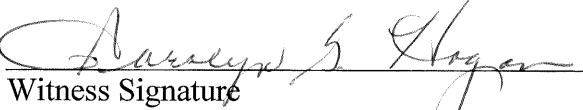
CLUB:

**BOCA LAGO COUNTRY CLUB,
INC.,** a Florida not-for-profit
corporation

By: 
Russell Glassman, President


Witness Signature

Stephen O'Neill
Witness Name Printed


Witness Signature

CAROLYN G. HOGAN
Witness Name Printed

(Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

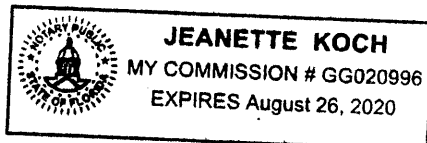
The foregoing instrument was acknowledged before me this 15 day of November, 2016 by Russell Glassman as _____ of Boca Lago Country Club, Inc., who [☒] is personally known or [☐] has produced a driver's license as identification.

[Notary Seal]

Notary Public: 

Printed Name: _____

My Commission Expires: _____



Signed, sealed, and delivered
in the presence of:

PULTE:

PULTE HOME COMPANY,
LLC, a Michigan limited liability
company authorized to do businesses
in Florida

[Signature]
Witness Signature

Ellie Harperin
Witness Name Printed

[Signature]
Witness Signature David Landley

By: [Signature]
ANTHONY PALUMBO
Print Name/Title DIRECTOR

(Seal)

Witness Name Printed

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 16th day of March, 2017, by ANTHONY PALUMBO as DIRECTOR of Pulte Home Company, LLC who [] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public: [Signature]
Printed Name: KATRINA L. BELLINGER
My Commission Expires: 11/16/19



ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



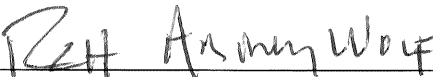
Assistant County Attorney

COUNTY:

PALM BEACH COUNTY, a
political subdivision of the State of
Florida

By: _____
Paulette Burdick, Mayor

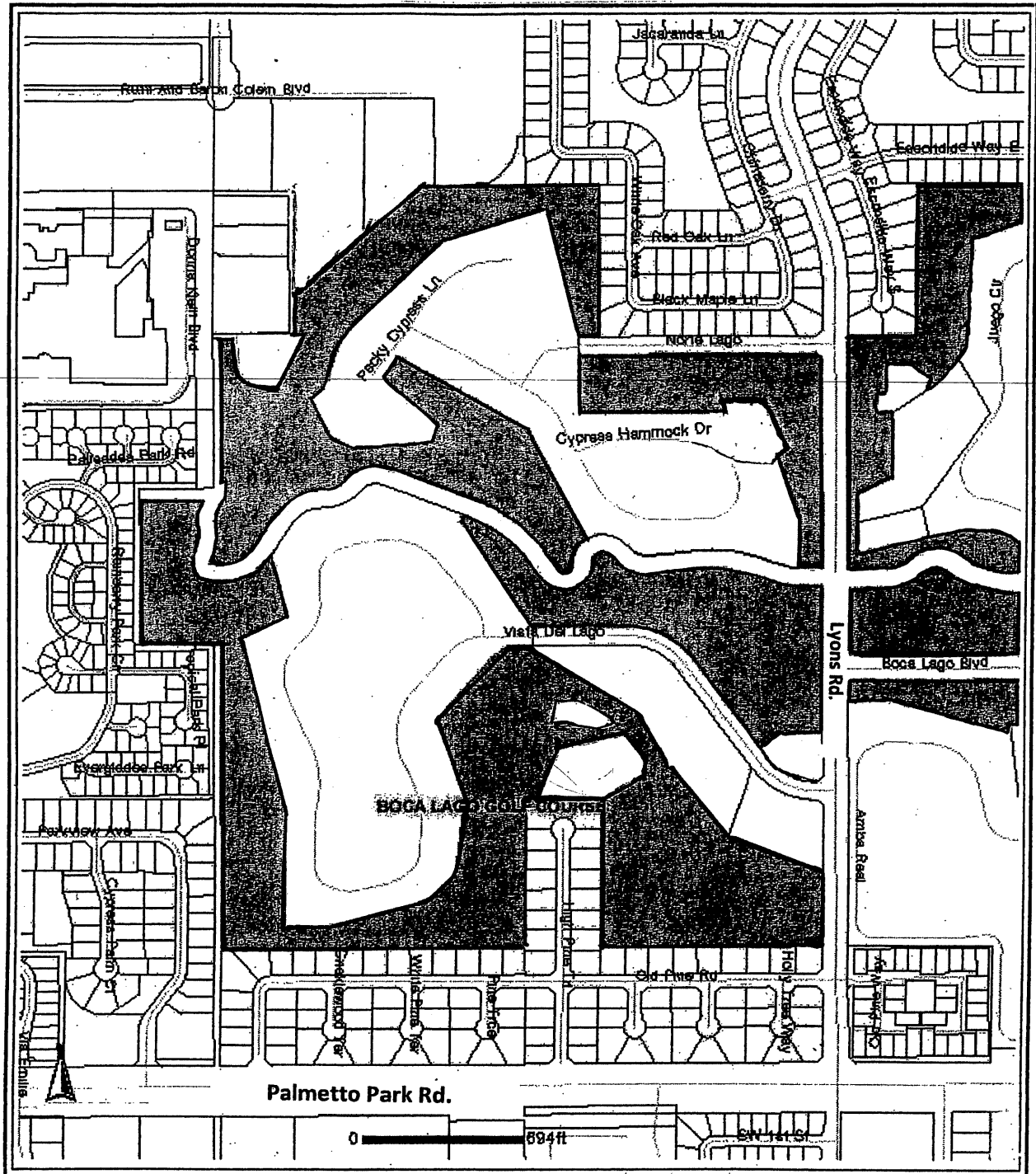
APPROVED AS TO TERMS
AND CONDITIONS



Audrey Wolf, Director
Facilities Development & Operations

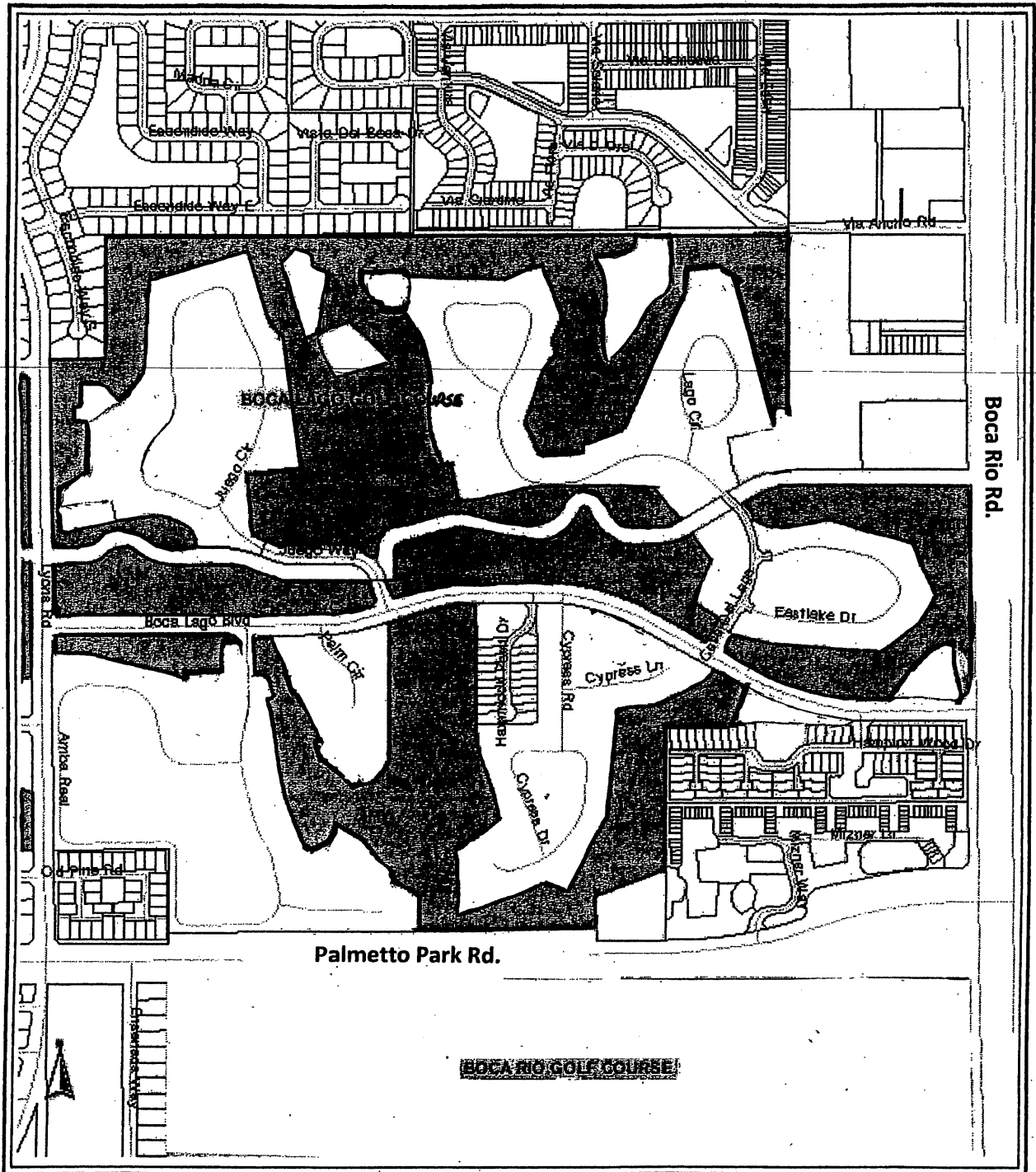
EXHIBIT "A"

"Club Property"



■ Boca Lago Country Club Property , Less that area depicted as the Re-Development Area on Exhibit "C", attached hereto.

EXHIBIT "A"



■ Boca Lago Country Club Property , Less that area depicted as the Re-Development Area on Exhibit "C", attached hereto.

EXHIBIT "B"

"Redevelopment Area"

DESCRIPTION:

ALL OF P.C. AREA #3 AND P.C. AREA #4, TOGETHER WITH PORTIONS OF TRACT "C" AND A PORTION OF THE GOVERNMENT SERVICE AREA, REPLAT OF BOCA LAGO (P.B.30, PP.244-253), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 31, PAGES 62 THROUGH 70 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

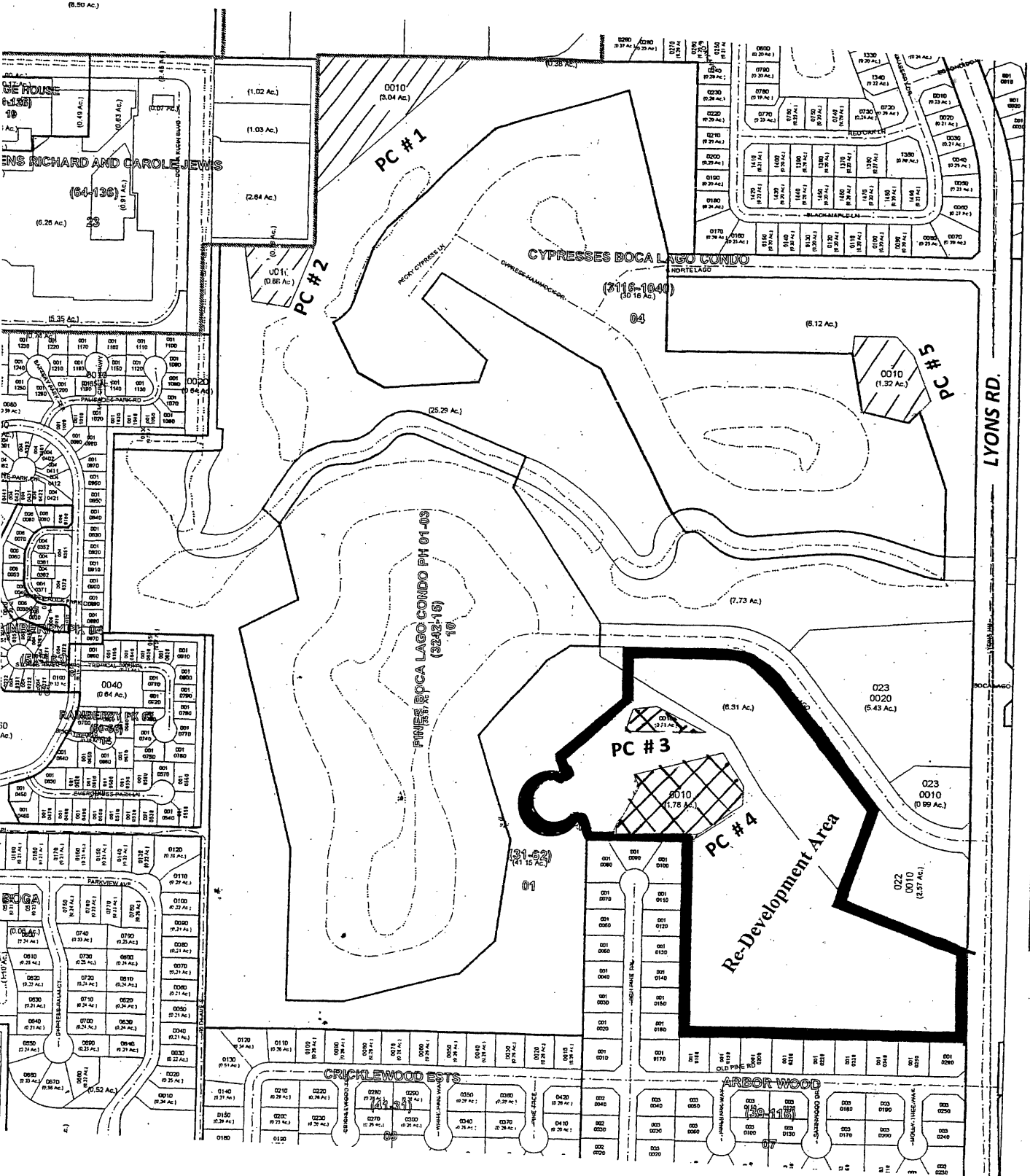
BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "C"; THENCE WEST, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 961.00 FEET; THENCE NORTH, ALONG THE WEST LINE OF SAID TRACT "C", A DISTANCE OF 675.00 FEET; THENCE WEST, ALONG THE SOUTH LINE OF SAID P.C. AREA #4 AND TRACT "C", A DISTANCE OF 330.00 FEET; THENCE N.24°59'34"W., A DISTANCE OF 34.25 FEET THENCE WESTERLY, NORTHERLY AND SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N50°29'10"W, HAVING A RADIUS OF 95.50 FEET, A CENTRAL ANGLE OF 230°59'11", AN ARC DISTANCE OF 385.01 FEET; THENCE N.24°59'34"W., A DISTANCE OF 75.57 FEET; THENCE N.43°49'55"E., A DISTANCE OF 345.45 FEET; THENCE NORTH, A DISTANCE OF 160.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF VISTA DEL LAGO, AS SHOWN ON SAID PLAT; THENCE EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 329.13 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 267.51 FEET AND A CENTRAL ANGLE OF 53°30'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID SOUTH LINE, A DISTANCE OF 249.79 FEET; THENCE S.36°30'00"E., ALONG SAID SOUTH LINE, A DISTANCE OF 542.14 FEET TO A POINT OF CURVATURE, THENCE SOUTHEASTERLY ALONG SAID SOUTH LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 347.51 FEET, A CENTRAL ANGLE OF 3°39'17", AN ARC DISTANCE OF 22.17 FEET; THENCE S.21°03'00"W., A DISTANCE OF 318.78; THENCE S.68°57'00"E., A DISTANCE OF 434.07 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF LYONS ROAD, AS SHOWN ON SAID PLAT; THENCE SOUTH, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 325.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,106,972 SQUARE FEET/25.4126 MORE OR LESS.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT "B"



LEGEND:

*NA = Not Applicable for

Map ID Exents

County Line

Municipality Boundary Name

Streets Name Centerline Edge of Pavement

Hydrography River Lake Stream Shoreline

Tax District Boundary Tax District ID

School District Boundary School District ID

Government Lot Boundary Government Lot ID

Government Grant Boundary Government Grant ID

Subdivision Boundary Subdivision Name Plat Book/Page Subdivision Number

Parcel Boundary Block ID Parcel ID Size: Acreage (Calculated)

Zoning: Boundary Zoning ID

Vegetation NA

Map ID Locator:

47-41-13 47-42-18

47-41-24 47-42-19

47-41-25 47-42-30

47-41-13 47-42-18

47-41-24 47-42-19

47-41-25 47-42-30

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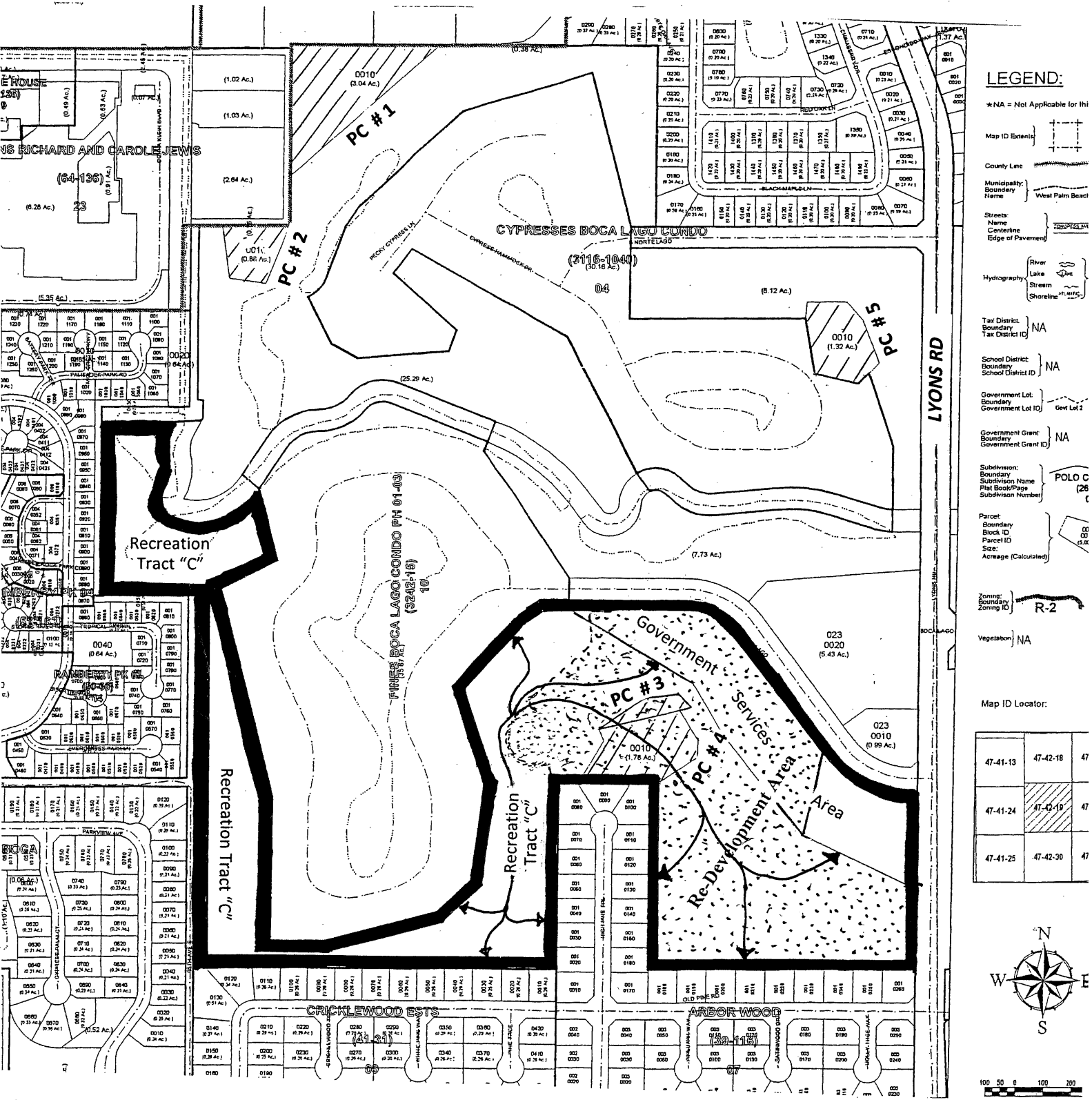
47-41-25 47-42-30

47-41-13 47-42-18

47-41-24 47-42-19

47-41-25 47-42-30

"Redevelopment Area Replat"



Boundary of the replat of the Replat of Boca Lago → [Symbol]

Redevelopment Area → [Symbol]