

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**  
  
**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	August 19, 2025	(X) Consent	( ) Regular
		( ) Workshop	( ) Public Hearing
<b>Department:</b>	<u>Environmental Resources Management</u>		

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to:



- A) approve** an Ingress and Egress Easement Agreement (Agreement) with Pulte Home Company, LLC (Pulte) to allow Palm Beach County (County) to continue access to the Juno Dunes Natural Area (Natural Area), located in the Town of Juno Beach (Town), for land management and maintenance responsibilities; and
- B) delegate authority to** the County Administrator, or designee, to sign all future time extensions, task assignments, certifications, and other forms associated with the Agreement, and any necessary minor amendments that do not substantially change the terms and conditions of the Agreement.

**Summary:** The Agreement will provide the County (lease holder and land manager), or its successor with perpetual access to the portion of the Natural Area that lies south of Donald Ross Road, for the purpose of management and maintenance of the Natural Area. The County will have the right to access and utilize the Easement area for standard and routine activities on weekdays during daylight hours and any time in the event of an emergency, as well as accessing the Easement area for other purposes subject to prior notice to Pulte. The Town previously allowed the County to access that portion of the Natural Area via the Town’s 50-foot wide platted right-of-way for Cocconut Avenue. The right-of-way was recently abandoned and will be replatted to allow the land to be incorporated into Pulte’s Dunes at Juno Beach site plan. **District 1 (SS)**

**Background and Justification:** The County leases 335.65 acres of the Natural Area from the State of Florida Board of Trustees of the Internal Improvement Trust Fund (TIITF) under Lease Agreement No. 4161. The lease runs through August 18, 2047 and requires the County to manage for conservation and protection of natural and historic resources, and resource-based public recreation compatible with the conservation and protection of these public lands. If the Lease expires or terminates, the County has 120 days to assign their rights and obligations under this Agreement to TIITF or a successor conservation land manager. The County has an Interlocal Agreement with the Town regarding the management of the Natural Area. During the application and planning phase for the Dunes at Juno Beach development, the Town included the County’s review of the plans to help ensure the County retained access for long term management of the Natural Area. The Agreement will also facilitate the County’s access with heavy equipment, as well as access for first responders, such as the Florida Forest Service and County Fire Rescue in the event of a wildfire.

**Attachment:**  
1. Ingress and Egress Easement Agreement

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<b>Recommended by:</b>		<u>7-23-2025</u>	SAS 7/23/25
	Department Director	Date	
<b>Approved by:</b>		<u>8/11/25</u>	
	Deputy County Administrator	Date	

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$0)_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$0_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?			Yes _____	No <u>X</u> _____	
Does this item include the use of federal funds?			Yes _____	No <u>X</u> _____	
Does this item include the use of state funds?			Yes _____	No <u>X</u> _____	

Budget Account No.:

EXP: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program \_\_\_\_\_  
Task \_\_\_\_\_ Subtask \_\_\_\_\_

B. Recommended Sources of Funds/Summary of Fiscal Impact:  
No fiscal impact.

C. Department Fiscal Review: SKing

## III. REVIEW COMMENTS

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

QS 7/29/25

Lisa M. Ant 7/29/25  
OFMB  
Pamela Znachko  
Contract Development and Control  
7/29/25

B. Legal Sufficiency:

[Signature] 7/29/25  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Kristilee M. Chihos  
DEAN MEAD  
420 S. Orange Ave., Suite 700  
Orlando, FL 32801  
407-428-5164

### **INGRESS AND EGRESS EASEMENT AGREEMENT**

**THIS INGRESS AND EGRESS EASEMENT AGREEMENT** (this “**Agreement**”) is made effective as of August 19, 2025 (the “**Effective Date**”), between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, whose address is 1475 Centrepark Boulevard, Suite 140, West Palm Beach, Florida 33401 (“**Grantor**”) and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605 (“**Grantee**”).

#### **RECITALS:**

A. Grantor is the owner of certain real property located in Palm Beach County, Florida and being more particularly described on **Exhibit “A”**, attached hereto and made a part hereof, which Grantor intends to develop as a residential community (the “**Grantor’s Property**”);

B. The State of Florida Board of Trustees of the Internal Improvement Trust Fund (“**TIITF**”) owns an adjoining parcel of environmentally sensitive land located in Palm Beach County, Florida, as more particularly described on **Exhibit “B”**, attached hereto and made a part hereof (the “**Benefitted Property**”);

C. Grantee manages the Benefitted Property for the conservation and protection of natural and historical resources, and resource-based, compatible public outdoor activities and environmental education pursuant to the requirements contained in Grantee/TIITF Lease Agreement No. 4161 dated August 19, 1997, as amended, (“**Lease No. 4161**”); and

D. Grantee has requested, and Grantor has agreed to grant, a perpetual, exclusive easement over the portion of Grantor’s Property described and depicted in **Exhibit “C-1”** (the “**Staging Area**”), and a perpetual, non-exclusive ingress and egress easement over the portion of Grantor’s Property described and depicted in **Exhibit “C-2”** (the “**Roadway Area**”), as attached hereto and made a part hereof (collectively, the “**Easement Areas**”), for the benefit of Grantee and any authorized Successor Grantee (as defined below).

**NOW THEREFORE**, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Recitals.** The recitals set forth in this Agreement are true and correct and are hereby incorporated into this Agreement as if fully set forth herein.

2. Easement Grant. Grantor hereby grants to Grantee and its employees, agents, contractors, subcontractors, invitees, and any Successor Grantee (as defined below), a perpetual, exclusive easement over the Staging Area, and a perpetual, non-exclusive ingress and egress easement over the Roadway Area, subject to the terms and conditions of this Agreement; provided, however, that this Agreement shall not create any public easement or access rights.

3. Assignment. The rights, benefits, and obligations of Grantor with respect to the Easement Areas may be assigned in whole or in part, without need for a separate recorded instrument, to a homeowner's association or condominium association established by Grantor for Grantor's Property. Any party who assigns their rights and obligations under this Agreement to a permitted assignee in accordance with this Section, shall promptly notify the non-assigning party of any such assignment, and shall provide contact information for the assignee, which shall be deemed to replace the contact information for the assigning party set forth in Section 13 below. The parties (or their permitted assigns) may elect to record an amendment to this Agreement in the Public Records of Palm Beach County, Florida to memorialize any assignment of this Agreement.

- (a) After the expiration or termination of Lease No. 4161, Grantee shall have one hundred and twenty (120) days to assign all Grantee rights, benefits, and obligations under this Agreement to TIITF or a successor conservation land manager that agrees to assume the same (collectively "**Successor Grantee**"). This Agreement shall automatically terminate and become null and void, and all rights in and to the Easement Areas shall revert to the Grantor, if any of the following occur: (i) An authorized Successor Grantee fails to accept assignment of this Agreement within one hundred and twenty (120) days following expiration or termination of Lease No. 4161 or Grantee sooner notifies Grantor that the rights and obligations of Grantee will not be assigned to a Successor Grantee; (ii) The Benefitted Property or any material portion thereof is sold, conveyed, transferred, or dedicated to any party other than Grantee or an authorized Successor Grantee; or (iii) The Benefitted Property or any material portion thereof is used for any purposes other than conservation.

4. Use of Easement Areas. Grantee shall have the right to access and utilize the Easement Areas for standard and routine activities, including but not limited to monthly monitoring and quarterly grounds maintenance, on weekdays solely during daylight hours. Notwithstanding the foregoing, Grantee shall have the right to access and utilize the Easement Areas any day and at any time in the event of an emergency. If Grantee intends to access the Easement Areas for any other purpose, including, but not limited to, access by subcontractors, any maintenance or construction projects utilizing heavy machinery, any activities that may produce significant noises, odors, emissions, or traffic, Grantee shall provide Grantor (or Grantor's appointed representative) with at least one (1) week's prior notice via e-mail of the date and approximate time (or an approximate range of time for projects with a longer duration) that Grantee intends to utilize the Easement Areas, together with the potential impacts of such project on the Easement Areas and/or Grantor's Property. If Grantor, in Grantor's commercially reasonable discretion, objects to the date or time of any planned project, Grantor shall notify Grantee of same, and the parties shall cooperate to select an alternative date and time that is mutually agreeable to the parties, if reasonably practicable. Grantee's de minimis deviations from the aforementioned

notice requirements shall not be deemed a default of this Agreement unless Grantee fails to make good faiths efforts to comply with such requirements. Grantee's use of the Easement Areas shall comply with all applicable laws, codes, ordinances, permits, regulations, and governmental requirements. The storage of fuel, chemicals, and other hazardous materials, and the refueling of equipment or vehicles, shall be prohibited within the Easement Areas.

5. Insurance. Without waiving the right to sovereign immunity as provided by Florida Statutes, Chapter 768.28, Grantee is self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute, which currently provides for monetary waiver limits of \$200,000.00 Per Person and \$300,000.00 Per Occurrence, but which amounts may be subject to change based on legislative updates. Additionally, Grantee is self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes, Chapter 440. When requested, Grantee agrees to provide Grantor a Certificate of Insurance evidencing self-insurance and/or sovereign immunity status. Notwithstanding the foregoing, if a Successor Grantee is not eligible for any of the aforementioned sovereign immunity waivers or insurance coverages, such Successor Grantee shall procure and maintain general liability insurance policies covering claims for personal injury, death, or property damage, with minimum limits of \$1,000,000.00 per occurrence and in the aggregate, which shall name Grantor as an additional insured, and a Certificate of Insurance evidencing same must be delivered to Grantor prior to Successor Grantee's access of the Easement Areas.

6. Maintenance of Easement Areas. During the term of Lease No. 4161 until the termination of this Agreement or the assignment and assumption of Grantee's rights and obligations to a Successor Grantee in accordance with Section 3 above, Grantee shall be responsible for maintaining the Staging Area, and any fence or gate installed by Grantee west of the Easement Areas, at its sole cost and expense, subject to the provisions of Section 7 below. Grantor shall be responsible for maintaining the Roadway Area and any fence or gate installed by Grantor, at its sole cost and expense, subject to the provisions of Section 7 below. The gates and fences to be maintained by Grantor and Grantee are shown on the depiction of the Easement Areas, attached hereto as **Exhibit "D"**. Grantee shall be entitled to use the Staging Area to temporarily stage land management equipment, vehicles and materials, in compliance with the restrictions and obligations of this Agreement. Grantee's maintenance of the Staging Area shall comply with the maintenance and landscaping standards set forth on **Exhibit "E"**, attached hereto. Upon the assignment and assumption of Grantee's rights and obligations to a Successor Grantee in accordance with Section 3 above, responsibility for maintaining the Staging Area, and any fence or gate maintained by Grantee, and any obligations or liabilities set forth herein (as to matters accruing after the date of such assignment), shall be automatically transferred and assumed by the Successor Grantee.

7. Damage to Easement Areas. If Grantee, or their employees, agents, contractors, subcontractors, invitees, causes any damage to the Easement Areas or Grantor's Property, Grantee shall be obligated to repair such damage at its sole expense. If Grantor or its successors, assigns, employees, agents, contractors, or subcontractors cause any damage to personal property or improvements owned or installed by Grantee within the Easement Areas, Grantor shall be obligated to repair such damage at its sole expense.

8. Self Help. If Grantee fails to perform its maintenance and repair obligations set forth herein, and Grantee does not cure such default within thirty (30) days following delivery of a written default notice from Grantor, Grantor shall be entitled (but not obligated) to complete such maintenance and repair activities on Grantee's behalf. In such event, Grantee shall reimburse Grantor's reasonable costs for all such maintenance and repair activities, within thirty (30) days after Grantor provides evidence of such costs to Grantee.

9. Indemnification. Grantor and its successors and assigns, shall protect, defend, reimburse, indemnify and hold Grantee and its successor, assigns, agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Grantor's performance of the terms of this Agreement or due to the acts or omissions of Grantor. Notwithstanding the foregoing, Grantee acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes and acknowledges that such Statute permits actions at law against Grantee to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of Grantee while acting within the scope of the employee's office or employment under circumstances in which Grantee, if a private person, would be liable under the general laws of this State. The foregoing sovereign immunity rights shall not apply to any Successor Grantee that is not a state agency or subdivision, as defined in Section 768.28, Florida Statutes.

10. Covenants with the Land. All rights, privileges, benefits, and burdens created under this Agreement are covenants running with title to the Easement Areas, binding upon and inuring exclusively to the benefit of the parties hereto and their respective successors and assigns.

11. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of Grantor's Property or the Easement Areas encumbered hereby to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties that the easement rights granted herein shall be strictly limited to and for the purposes herein expressed.

12. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties with regard to the subject matter herein and supersedes all prior oral or written agreements. The terms and provisions of this Agreement may be modified, supplemented, or terminated only by a written instrument signed by the parties hereto or their respective successors or assigns.

13. Notices. All notices 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), delivered by electronic mail, 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, electronic mail, or overnight delivery service, 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 addressee and addresses for the purpose of this Section may be changed by providing notice to the other party in accordance with this Section. The parties hereby designated 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:

Grantor:

Pulte Home Company, LLC  
1475 Centrepark Blvd., Suite 140  
West Palm Beach, Florida 33401  
Attn: Brent Baker, Division President- Southeast Florida Division  
Telephone: 561-206-1405  
E-mail: Brent.Baker@PulteGroup.com

With a copy to:

Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.  
420 S. Orange Ave., Suite 700  
Orlando, Florida 32801  
Attn: Kristilee M. Chihos, Esq.  
Telephone: 407-428-5164  
E-mail: kchihos@deanmead.com

Grantee:

Palm Beach County  
Department of Environmental Resources Management  
Attention: Director  
2300 N. Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, Florida 33411-2743  
Telephone: 561-233-2400  
E-Mail: ddrum@pbc.gov

With a copy to:

Palm Beach County Attorney's Office  
Attention: Environmental Resources Management  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Telephone: 561-355-2225  
E-Mail: sastone@pbc.gov

14. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in

connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

15. 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 both parties.

16. Recording. The parties agree that this Agreement shall be recorded in the Public Records of Palm Beach County, Florida, at the Grantor's cost and expense.

17. Exhibits. All of the exhibits hereto are incorporated herein by this reference.

18. Counterparts. This Agreement may be executed in one or more counterparts, through electronic or manual means, all of which shall constitute collectively but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties have signed and delivered this Agreement, effective as of the Effective Date.

Signed, sealed and delivered in the presence of the following two witnesses:

GRANTOR:

PULTE HOME COMPANY, LLC,  
a Michigan limited liability company

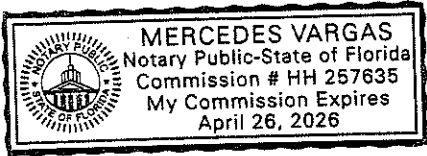
[Signature]  
Print Name: FASIANO BARNOS  
Address: 1475 CENTRE PARK  
WEST PALM BEACH, FL.

[Signature]  
Print Name: Tammy Robbins  
Address: 1475 CENTRE PARK  
West Palm Beach, FL

By: Aimee Carlson  
Name: Aimee Carlson  
Title: Director of Land Development  
SE Florida

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ in person or ☐ online notarization, this 17 day of July, 2025, by Aimee Carlson, as Director of Land Development of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the company. S/He ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.



(SEAL)

[Signature] Mercedes Vargas  
NOTARY PUBLIC, STATE OF FLORIDA  
(Print, Type or Stamp Commissioned Name of Notary Public)

Signed, sealed and delivered in the presence of the following two witnesses:

GRANTEE:

**PALM BEACH COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners**

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Maria G. Marino  
Title: Mayor

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

ATTEST:  
**JOSEPH ABRUZZO**  
Clerk of the Circuit Court & Comptroller

By: \_\_\_\_\_  
Deputy Clerk


STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] in person or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Palm Beach County Board of County Commissioners. S/He ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.


\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
(Print, Type or Stamp Commissioned Name of Notary Public)

(SEAL)

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

By:  \_\_\_\_\_  
Scott Stone, Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS:**

By:  \_\_\_\_\_  
Deborah Drum, Department Director  
Environmental Resources Management

## EXHIBIT "A"

### LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

A PORTION OF BLOCKS 11, 12 COCOANUT AVENUE, OLEANDER AVENUE AND PALM AVENUE, NEW PALM BEACH HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 73 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH CORNER OF BLOCK 17, AS SHOWN ON SAID PLAT; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID COCOANUT AVENUE, N02°10'49"E, A DISTANCE OF 251.36 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 2584, PAGE 1012 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WESTERLY PROLONGATION LINE AND SAID SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD, S87°54'11"E, A DISTANCE OF 338.67 FEET; THENCE S02°05'49"W, A DISTANCE OF 223.33 FEET; THENCE S87°54'11"E, A DISTANCE OF 416.11 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5), AS RECORDED IN ROAD PLAT BOOK 2, PAGE 114 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S15°19'11"E, A DISTANCE OF 185.22 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF FLORAL DRIVE, AS SHOWN ON SAID PLAT; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, N87°54'11"W, A DISTANCE OF 719.29 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THAT ABANDONED COCOANUT AVENUE RIGHT-OF-WAY, AS DESCRIBED IN RESOLUTION NO. 2002-01, AS RECORDED IN OFFICIAL RECORD BOOK 13604, PAGE 1893 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST LINE, N21°21'24"W, A DISTANCE OF 162.05 FEET; THENCE ALONG THE NORTH LINE OF SAID ABANDONED RIGHT-OF-WAY, N87°49'11"W, A DISTANCE OF 24.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 204,743 SQUARE FEET/ 4.7003 ACRES, MORE OR LESS.

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF BENEFITTED PROPERTY**

A parcel of land lying in Sections 20, 28 and 29, Township 41 South, Range 43 East, Palm Beach County, Florida and being more particularly described as follows:

All of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of said Section 20, East of the Easterly right of way line of the Intracoastal waterway, as said right of way is shown on plat recorded in Plat Book 17, page 6, of the public records of Palm Beach County, Florida, Less the South 50 feet thereof for a County Road;

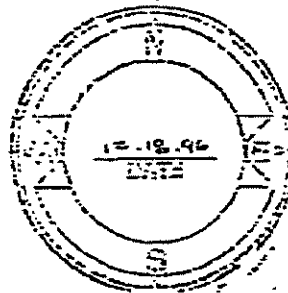
Together with the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 20, East of the Easterly right of way line of the Intracoastal Waterway, as said right of way is shown on plat recorded in Plat Book 17, page 6 of the public records of Palm Beach County, Florida; LESS that part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) conveyed to the Florida Inland Navigation District, as described in Deed Book 658, page 430 of the public records of Palm Beach County, Florida;

Together with the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 28, Township 41 South, Range 43 East, LESS the right of way of State Road No. 5; and LESS a strip of land 30 feet wide lying parallel with and adjacent to the West right of way line of State Road No. 5;

Together with the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 28, Township 41 South, Range 43 East; LESS AND EXCEPTING THEREFROM the right of way of State Road 5, ALSO LESS those parcels described in Official Records Book 1876, page 844, Official Records Book 1935, page 1869, and Official Records Book 1951, page 225 of the public records of Palm Beach County, Florida, ALSO LESS the right of way of Ellison Wilson Road, and ALSO LESS a strip of land 30 feet wide lying parallel with and adjacent to the West right of way line of State Road 5. ALSO LESS the right of way for Rolling Green Road as recorded in Official Records Book 1883, page 593 of said public records.

Together with Government Lot 2, Section 28, Township 41 South, Range 43 East, in Palm Beach County, Florida, LESS AND EXCEPTING THEREFROM the North 106 feet of said Section 28:

Together with the North 595 feet of Government Lot 3 and all that part of the North 595 feet of Government Lot 4 lying West of a line 500 feet Westerly of and parallel to the West right of way line of U.S. Highway No. 1 in Section 28, Township 41 South, Range 43 East;

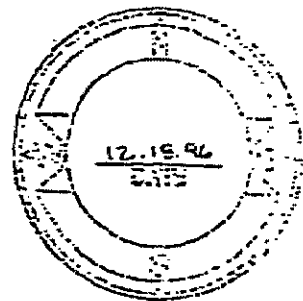


Together with the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 28, Township 41 South, Range 43 East, in Palm Beach County, Florida; Together with the South 170.92 feet of Government Lot 3 and the South 170.92 feet of Government Lot 4, lying West of State Road No. 5, Section 28, Township 41 South, Range 43 East, Palm Beach County, Florida; LESS a strip of land 30 feet wide lying parallel with and adjacent to the West right of way line of State Road No. 5;

Together with the North 572.20 feet of the South 743.12 feet of Government Lot 3 and all of that part of the North 572.20 feet of the South 743.12 feet of Government Lot 4 lying West of U.S. Highway No. 1 in Section 28, Township 41 South, Range 43 East; LESS AND EXCEPTING THEREFROM that part of the North 572.20 feet of the South 743.12 feet of Government Lot 4 lying North of the South line of the North 595.00 feet of Government Lot 4, East of a line 500.00 feet Westerly of and parallel to the West right-of-way line of State Road No. 5; ALSO LESS a strip of land 30 feet wide lying parallel with and adjacent to the West right of way line of State Road No. 5;

Together with that part of the Northeast Quarter (NE 1/4) of Section 29, Township 41 South, Range 43 East lying Easterly of the East right of way line of Ellison Wilson Road; LESS AND EXCEPTING THEREFROM the North 106 feet of said Section 29.

FILED IN PUBLIC RECORDS 131417/PALM BEACH CO. FLA. December 18, 1996



**EXHIBIT “C-1”**

**DEPICTION AND LEGAL DESCRIPTION OF STAGING AREA**

EXHIBIT "C-1"

DESCRIPTION:

BEING A PORTION OF COCOANUT AVENUE RIGHT-OF-WAY, NEW PALM BEACH HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 73 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 28, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 12, AS SHOWN ON SAID PLAT; THENCE N33°23'56"W, A DISTANCE OF 42.96 FEET TO A LINE 25.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 12 AND TO THE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, S02°10'49"W, A DISTANCE OF 97.61 FEET; THENCE N87°48'07"W, A DISTANCE OF 25.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF GOVERNMENT LOT 2, SECTION 28, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA ALSO BEING ON A LINE 50.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH SAID WEST LINE OF BLOCK 12; THENCE ALONG SAID EAST LINE OF GOVERNMENT LOT 2 AND SAID PARALLEL LINE, N02°10'49"E, A DISTANCE OF 136.49 FEET; THENCE N86°18'18"E, A DISTANCE OF 17.15 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N86°18'18"E, A RADIAL DISTANCE OF 43.17 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 46°07'03", A DISTANCE OF 34.75 FEET TO A POINT OF NON-TANGENCY; THENCE S40°11'15"W, A DISTANCE OF 2.58 FEET; THENCE S00°41'21"W, A DISTANCE OF 0.74 FEET; THENCE N89°18'39"W, A DISTANCE OF 1.16 FEET; THENCE S00°41'21"W, A DISTANCE OF 2.00 FEET; THENCE N87°28'36"E, A DISTANCE OF 0.53 FEET; THENCE S47°02'24"W, A DISTANCE OF 8.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,422 SQUARE FEET OR 0.0785 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- 1. SKETCH OF DESCRIPTIONS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
- 2. ADDITIONS OR DELETIONS TO SKETCH OF DESCRIPTIONS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S87°54'11"E, ALONG THE NORTH LINE OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT), AS PUBLISHED BY PALM BEACH COUNTY, FLORIDA..
- 5. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
- 6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
- 7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MARCH 27, 2025. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

SHEET 1 OF 4



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING

7301A W. PALMETTO PARK ROAD - SUITE 100A


BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452

COCOANUT AVENUE, NEW PALM BEACH HEIGHTS

STAGING AREA

SKETCH AND DESCRIPTION



Digitally signed by David Lindley

Date: 2025.03.27 08:49:54 -04'00'

Adobe Acrobat version: 2025.001.20435

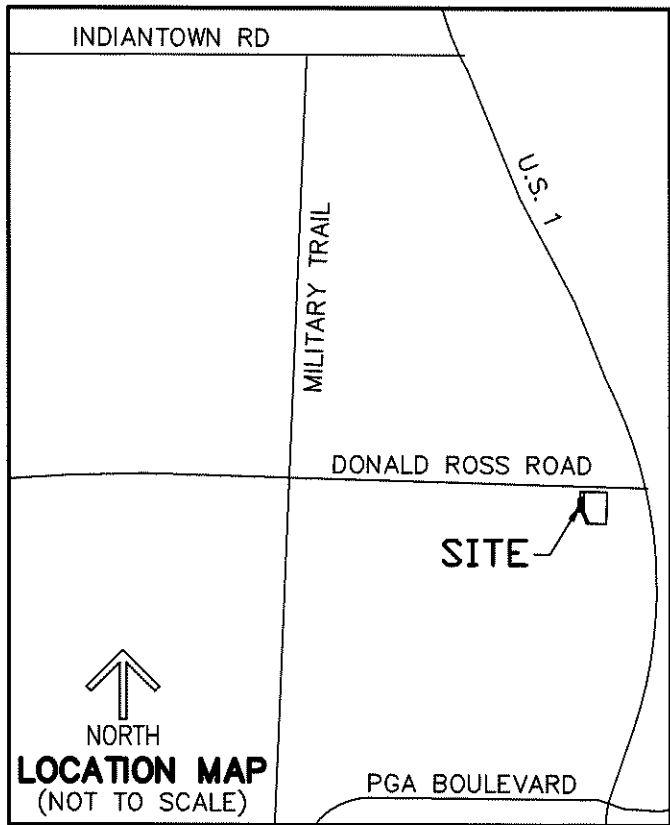
DAVID P. LINDLEY

REGISTERED LAND SURVEYOR NO. 5005

STATE OF FLORIDA

LB 3591

DATE	3/27/2025
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	5441-stage area



NOTES  
COORDINATES, BEARINGS AND DISTANCES

LEGEND/ABBREVIATIONS:

- P.O.C. – POINT OF COMMENCEMENT
- P.O.B. – POINT OF BEGINNING
- PG(S). – PAGE(S)
- R/W – RIGHT-OF-WAY
- LB – LICENSED BUSINESS
- ℄ – CENTERLINE
- O.R.B. – OFFICIAL RECORD BOOK
- P.B. – PLAT BOOK
- 28-41-43 – SECTION 28, TOWNSHIP 41 SOUTH, RANGE 43 EAST

COORDINATES SHOWN ARE GRID  
DATUM = NAD 83 1990 ADJUSTMENT  
ZONE = FLORIDA EAST  
LINEAR UNIT = U.S. SURVEY FOOT  
COORDINATE SYSTEM 1983 STATE PLANE  
TRANSVERSE MERCATOR PROJECTION  
ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED  
SCALE FACTOR = 1.000048198  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
BEARINGS AS SHOWN HEREON ARE GRID DATUM,  
NAD 83 1990 ADJUSTMENT, FLORIDA EAST ZONE.

THIS IS NOT A SURVEY

SHEET 2 OF 4



CAULFIELD & WHEELER, INC.

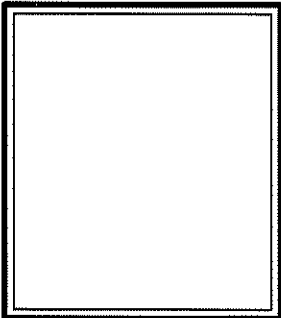
CIVIL ENGINEERING - LAND SURVEYING

7301A W. PALMETTO PARK ROAD - SUITE 100A

BOCA RATON, FLORIDA 33434

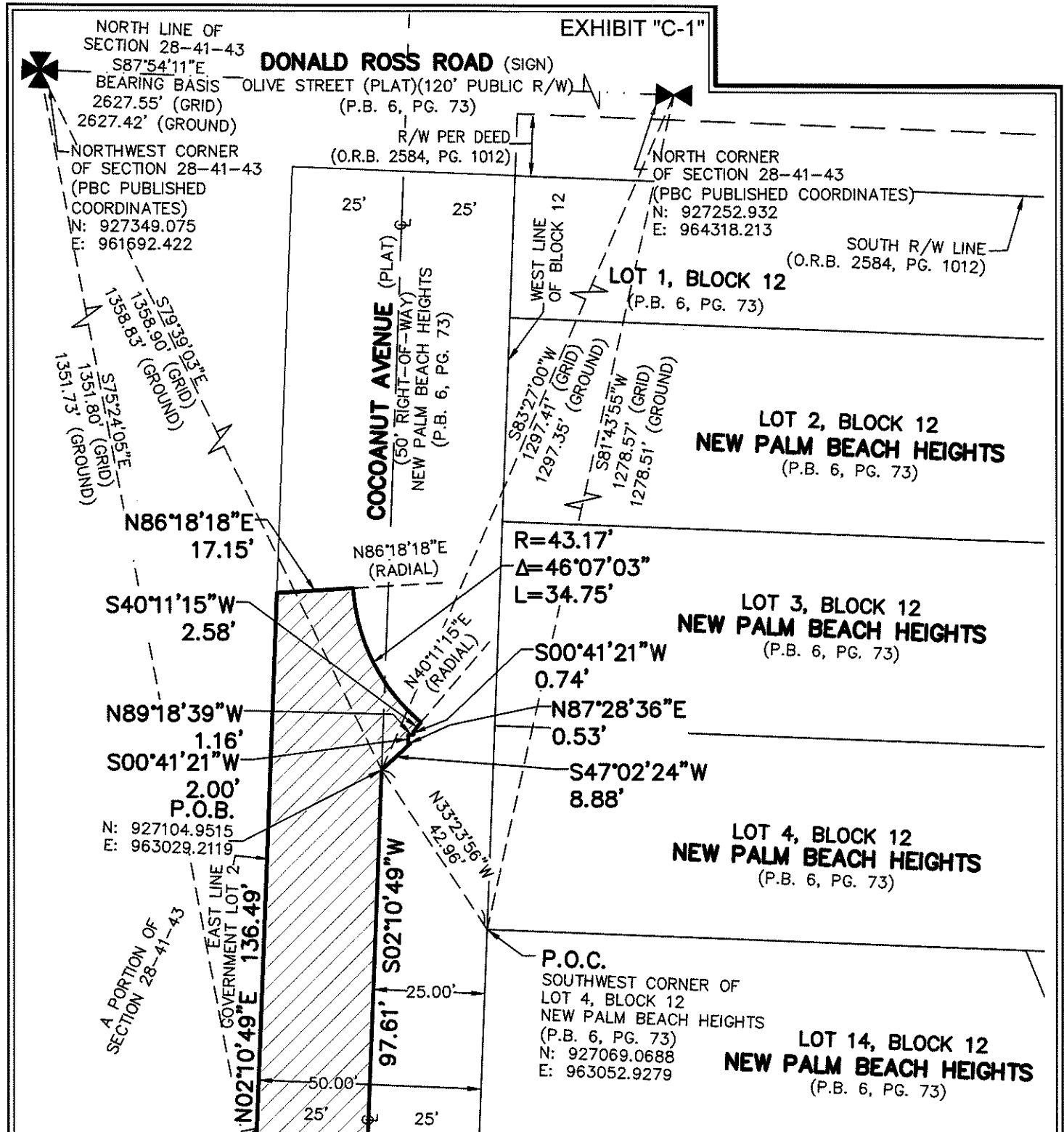
PHONE (561)-392-1991 / FAX (561)-750-1452

COCOANUT AVENUE, NEW PALM BEACH HEIGHTS  
STAGING AREA  
SKETCH AND DESCRIPTION




DATE	3/27/2025
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	5441-stage area



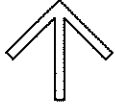


THIS IS NOT A SURVEY MATCHLINE SEE SHEET 4 SHEET 3 OF 4



**CAULFIELD & WHEELER, INC.**  
CIVIL ENGINEERING - LAND SURVEYING  
7301A W. PALMETTO PARK ROAD - SUITE 100A  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

**COCOANUT AVENUE, NEW PALM BEACH HEIGHTS  
STAGING AREA  
SKETCH AND DESCRIPTION**



**NORTH**

0

15'

30'

1 INCH = 30 FEET

DATE	3/27/2025
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=30'
JOB NO.	5441-stage area

EXHIBIT "C-1"



7301A W. PALMETTO PARK ROAD - SUITE 100A  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

JOB NO. 5441-stage area

**EXHIBIT “C-2”**

**DEPICTION AND LEGAL DESCRIPTION OF ROADWAY AREA**

EXHIBIT "C-2"

DESCRIPTION:

BEING PORTIONS OF COCOANUT AVENUE RIGHT-OF-WAY, NEW PALM BEACH HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 73 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 28, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 12, AS SHOWN ON SAID PLAT; THENCE ALONG THE WEST LINE OF SAID BLOCK 12, N02°10'49"E, A DISTANCE OF 1.53 FEET TO THE POINT OF BEGINNING; THENCE N87°54'11"W, A DISTANCE OF 12.49 FEET; THENCE S47°02'24"W, A DISTANCE OF 8.85 FEET; THENCE S87°28'36"W, A DISTANCE OF 0.53 FEET; THENCE N00°41'21"E, A DISTANCE OF 2.00 FEET; THENCE S89°18'39"E, A DISTANCE OF 1.16 FEET; THENCE N00°41'21"E, A DISTANCE OF 0.74 FEET; THENCE N40°11'15"E, A DISTANCE OF 2.58 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N40°11'15"E, A RADIAL DISTANCE OF 43.17 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 46°07'03", A DISTANCE OF 34.75 FEET TO A POINT OF NON-TANGENCY; THENCE S86°18'18"W, A DISTANCE OF 17.15 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF GOVERNMENT LOT 2, SECTION 28, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT "A" AND TO A LINE 50.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 12; THENCE ALONG EAST LINE OF GOVERNMENT LOT 2 AND SAID PARALLEL LINE, N02°10'49"E, A DISTANCE OF 96.09 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTH RIGHT-OF-WAY LINE OF OLIVE STREET, AS RECORDED IN OFFICIAL RECORDS BOOK 2584, PAGE 1012 OF SAID PUBLIC RECORDS; THENCE ALONG SAID PROLONGATED LINE, S87°54'11"E, A DISTANCE OF 50.00 FEET TO A POINT OF INTERSECTION WITH SAID WEST LINE OF BLOCK 12; THENCE ALONG SAID WEST LINE, S02°10'49"W, A DISTANCE OF 122.47 FEET TO THE POINT OF BEGINNING.  
CONTAINING 5,534 SQUARE FEET OR 0.1270 ACRES, MORE OR LESS.


TOGETHER WITH:  
COMMENCING AT THE AFORESAID REFERENCE POINT "A"; SAID POINT LYING ON THE SAID EAST LINE OF GOVERNMENT LOT ALSO SAID LINE 50.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH SAID WEST LINE OF BLOCK 12; THENCE ALONG SAID EAST LINE AND SAID PARALLEL LINE, S02°10'49"W, A DISTANCE OF 136.49 FEET TO THE POINT OF BEGINNING #1; THENCE S87°48'07"E, A DISTANCE OF 25.00 FEET TO A LINE 25.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH SAID WEST LINE OF BLOCK 12; THENCE ALONG SAID PARALLEL LINE, S02°10'49"W, A DISTANCE OF 18.76 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE ABANDONED LAND, AS DESCRIBED IN RESOLUTION NO. 2002-01, AS RECORDED IN OFFICIAL RECORD BOOK 13604, PAGE 1893 OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH LINE, N87°49'11"W, A DISTANCE OF 25.00 FEET TO A POINT OF INTERSECTION WITH SAID EAST LINE OF GOVERNMENT LOT 2 AND SAID LINE 50.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH SAID WEST LINE OF BLOCK 12; THENCE ALONG EAST LINE AND SAID PARALLEL LINE, N02°10'49"E, A DISTANCE OF 18.78 FEET TO THE POINT OF BEGINNING #1.  
CONTAINING 469 SQUARE FEET OR 0.0108 ACRES, MORE OR LESS.  
TOTAL CONTAINING 6,003 SQUARE FEET OR 0.1378 ACRES, MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MARCH 27, 2025. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

SHEET 1 OF 4




CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING

7301A W. PALMETTO PARK ROAD - SUITE 100A

BOCA RATON, FLORIDA 33434

PHONE (561)-392-1991 / FAX (561)-750-1452



Digitally signed by David Lindley

Date: 2025.03.27 08:51:35 -04'00'

Adobe Acrobat version: 2025.001.20435

DAVID P. LINDLEY

REGISTERED LAND SURVEYOR NO. 5005

STATE OF FLORIDA

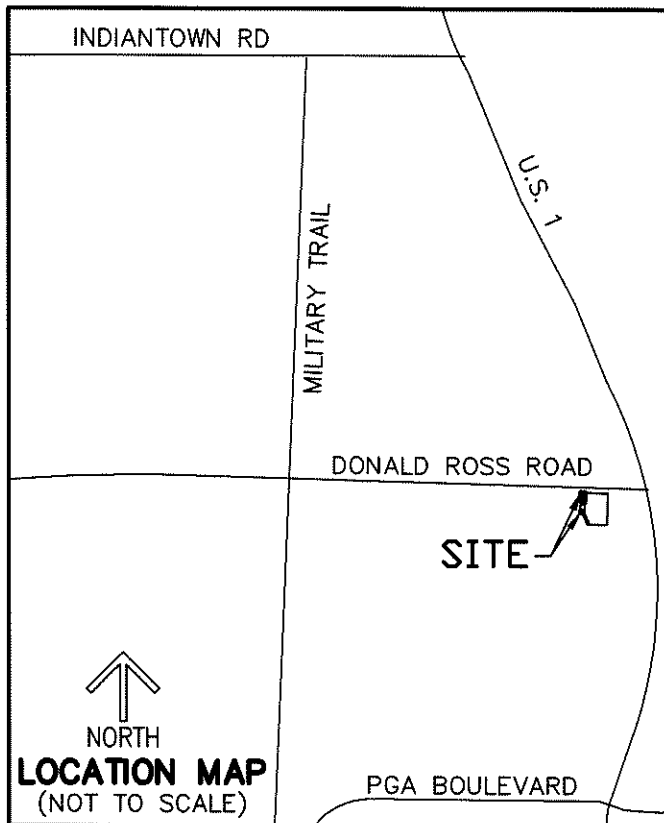
LB 3591

DATE	3/27/2025
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	5441-road area

COCOANUT AVENUE, NEW PALM BEACH HEIGHTS

ROADWAY AREA

SKETCH AND DESCRIPTION

**LEGEND/ABBREVIATIONS:**

P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING  
PG(S). - PAGE(S)  
R/W - RIGHT-OF-WAY  
LB - LICENSED BUSINESS  
CL - CENTERLINE  
O.R.B. - OFFICIAL RECORD BOOK  
P.B. - PLAT BOOK  
28-41-43 - SECTION 28, TOWNSHIP 41 SOUTH,  
RANGE 43 EAST

**NOTES  
COORDINATES, BEARINGS AND DISTANCES**

COORDINATES SHOWN ARE GRID  
DATUM = NAD 83 1990 ADJUSTMENT  
ZONE = FLORIDA EAST  
LINEAR UNIT = U.S. SURVEY FOOT  
COORDINATE SYSTEM 1983 STATE PLANE  
TRANSVERSE MERCATOR PROJECTION  
ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED  
SCALE FACTOR = 1.000048198  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
BEARINGS AS SHOWN HEREON ARE GRID DATUM,  
NAD 83 1990 ADJUSTMENT, FLORIDA EAST ZONE.

**SURVEYOR'S NOTES:**

1. SKETCH OF DESCRIPTIONS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SKETCH OF DESCRIPTIONS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S87°54'11"E, ALONG THE NORTH LINE OF SECTION 28, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT), AS PUBLISHED BY PALM BEACH COUNTY, FLORIDA.
5. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

**THIS IS NOT A SURVEY****SHEET 2 OF 4**

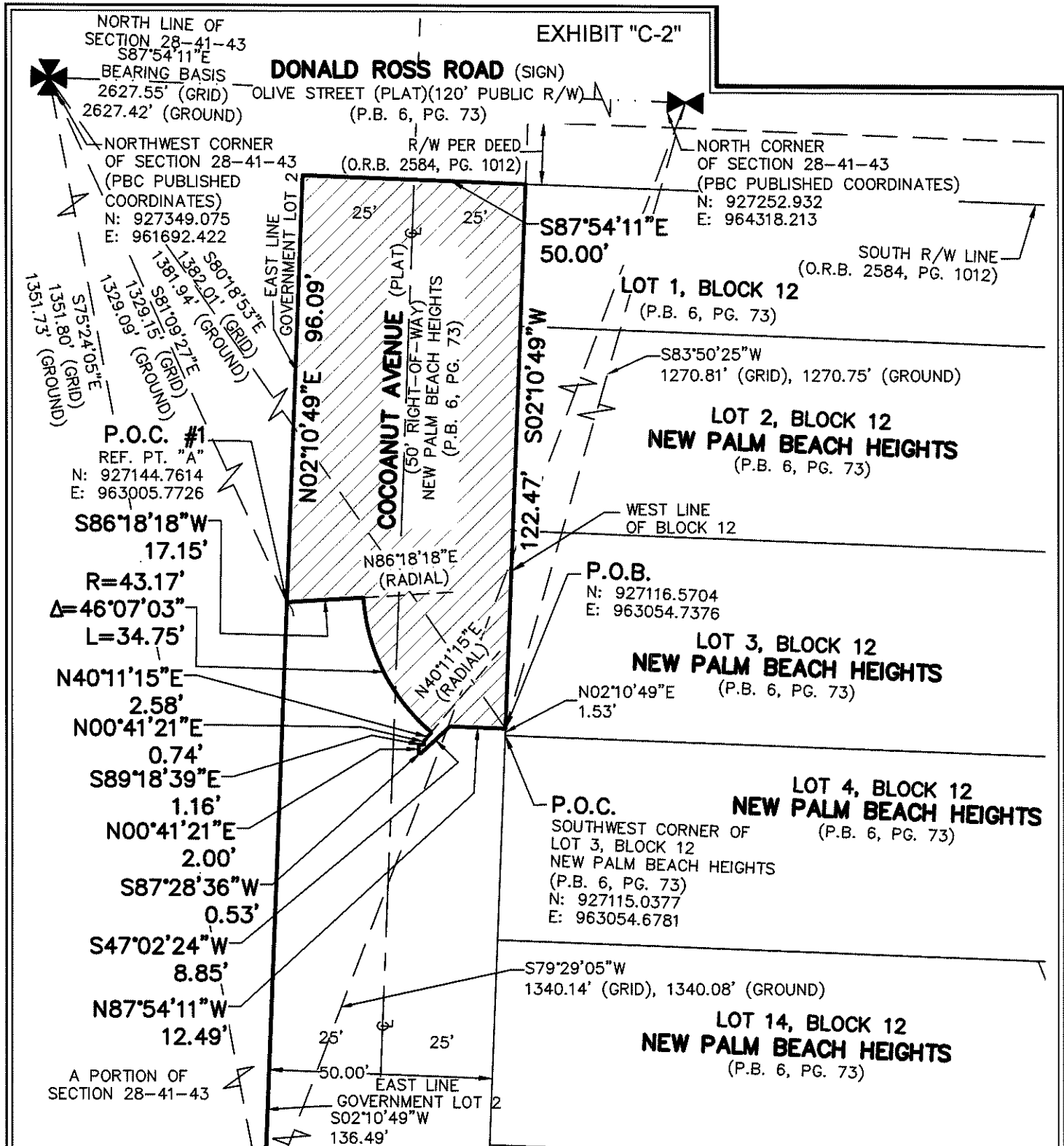
CAULFIELD & WHEELER, INC.  
CIVIL ENGINEERING - LAND SURVEYING

7301A W. PALMETTO PARK ROAD - SUITE 100A  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452

COCOANUT AVENUE, NEW PALM BEACH HEIGHTS  
ROADWAY AREA  
SKETCH AND DESCRIPTION

DATE	3/27/2025
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	5441-road area


EXHIBIT "C-2"



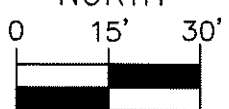
THIS IS NOT A SURVEY MATCHLINE SEE SHEET 4 SHEET 3 OF 4



**CAULFIELD & WHEELER, INC.**  
CIVIL ENGINEERING - LAND SURVEYING  
7301A W. PALMETTO PARK ROAD - SUITE 100A  
BOCA RATON, FLORIDA 33434  
PHONE (561)-392-1991 / FAX (561)-750-1452



NORTH



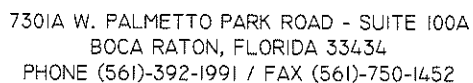
1 INCH = 30 FEET

DATE	3/27/2025
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=30'
JOB NO.	5441-road area

**COCOANUT AVENUE, NEW PALM BEACH HEIGHTS  
ROADWAY AREA  
SKETCH AND DESCRIPTION**



SHEET 4 OF 4



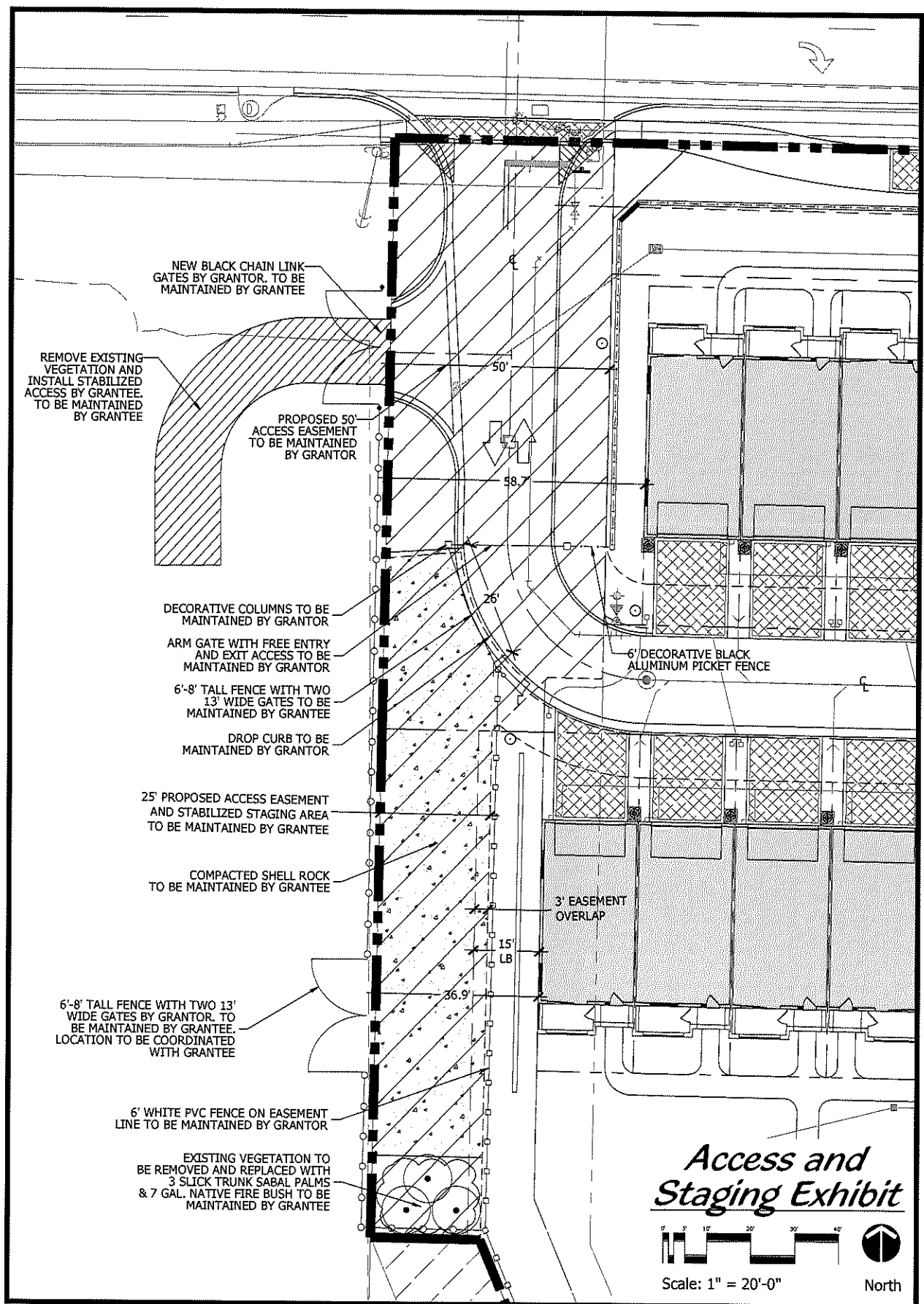
JOB NO. 5441-road area

FLORAL LANE (SIGN)  
**FLORAL DRIVE** (PLAT)  
(46' RIGHT-OF-WAY)  
NEW PALM BEACH HEIGHTS  
(P.B. 6, PG 73)

**EXHIBIT “D”**

**DEPICTION OF EASEMENT AREAS**





**Cotleur & Hearing**

1934 Commerce Lane - Suite 1 - Jupiter - Florida - 33458  
561.747.8336 - Fax 561.747.1377 - Lic.# LC-28900535  
Landscape Architects | Land Planners | Environmental Consultants  
www.cotleurhearing.com

## The Dunes at Juno Beach

Pulte Homes

US1 & Donald Ross Rd., Juno Beach, Florida

DESIGNED \_\_\_\_\_ DEH  
DRAWN \_\_\_\_\_ RO  
APPROVED \_\_\_\_\_ DEH  
JOB NUMBER 03-25-24 34-0725  
DATE 05-12-24 05-18-24  
REVISIONS 05-12-24 07-09-24  
06-27-25 (07-15-25)  
July 15, 2025 \$1015.00  
Drawing: 25-0204-01.DWG  
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## **EXHIBIT “E”**

### **MAINTENANCE AND LANDSCAPING STANDARDS**

Grantee shall perform, at a minimum, the following maintenance activities within the Staging Area

- Quarterly mowing and maintenance of management accessways.
- Fence line maintenance 3 times per year, including firebush trimming to prohibit encroachments through fence line.
- Biannual trimming of vegetation.
- Annual non-native plant control activities.
- Regular removal of all visible trash and debris.
- Regrading and maintaining compacted 57 stone (drainage rock).