

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No x

Does this item include the use of federal funds? Yes _____ No x

Does this item include the use of state funds? Yes _____ No x

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

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

There is no fiscal impact associated with this item.

Fixed Asset Number: N/A

PCN Number: 00-42-45-24-12-001-0010

C. Departmental Fiscal Review: Robert Eric McCallan

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Lisa Maut 3/3/2026
 OFMB
 AA 312
 AAF 313

Brenda Mack 3/4/26
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 3/5/26
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

LOCATION MAP



PCN(S): 00-42-45-24-12-001-0010

District:
2

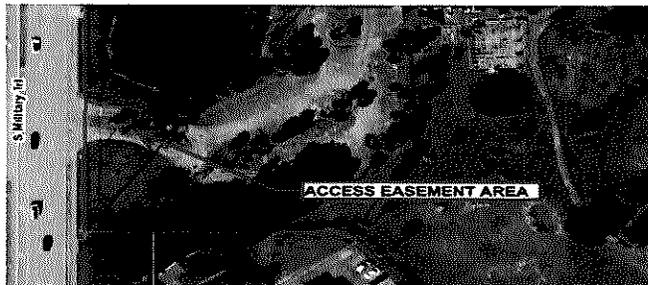
Acres:
116.31

Site Ownership:
PALM BEACH COUNTY

Address: 9400 S Military Trail
Boynton Beach 33436

Zoning:
RS

As of 01/30/2026



Access Easement Area located at the south end of the western property boundary.



View from S Military Trail looking east at Property.



View from S Military Trail looking east along access road to Property.

This map is provided for informational purposes only and is not intended to be used for description, conveyance, or authoritative definition of legal boundary. The Property and Real Estate Management Division does not accept responsibility for damages experienced as a result of using, modifying, contributing or distributing the enclosed material.

ATTACHMENT 1

Attachment #2
Access and Easement Agreement (17 Pages)

Prepared by & Return to:
Scott Backman, Esq.
Miskel Backman LLP
14 SE 4th Street
Boca Raton, FL 33411-5605

PCN: 00-42-45-24-12-001-0010 (a portion of)

ACCESS AND EASEMENT AGREEMENT

This **ACCESS AND EASEMENT AGREEMENT** ("Agreement") is made as of this 10th day of March, 2021e by and between **True Shot, LLC**, a Florida Limited Liability Company ("Grantor") and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County").

RECITALS

WHEREAS, Grantor is the owner of the land legally described in Exhibit "A" attached hereto and made a part hereof (the "Overall Grantor Property");

WHEREAS, County is acquiring a portion of the Overall Grantor Property from Grantor as legally described in Exhibit "B" attached hereto and made a part hereof (the "Civic Site"), and following the conveyance of the Civic Site to the County, the remaining portion of the Overall Grantor Property shall be referred to herein as the "Grantor Property";

WHEREAS, County has requested that Grantor grant the Easement, as defined in Section 2, over portions of the Grantor Property identified in Exhibit "C" attached hereto and made a part hereof (the "Easement Premises") to serve the Civic Site; and

WHEREAS, Grantor has agreed to grant the Easement over the Easement Premise.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Grant of Access Easement. Grantor does hereby grant to County and its Authorized Users, as defined in this Section 2, a perpetual non-exclusive easement over, across, upon, and through the Easement Premises for the purposes of vehicular and pedestrian ingress and egress for access to and from the Civic Site and South Military Trail, a public right-of-way (the "Easement"), together with the right to install any directional signage required by the County as hereafter set forth in Section 5. For purposes of this Agreement, the term "Authorized Users" means the successors and/or assigns of

County, and each of County's respective employees, agents, regulatory agencies, and invitees who require access to the Civic Site.

3. Private Roadway. Grantor shall construct and maintain a private roadway over the Easement Premises as depicted on Exhibit "D" attached hereto and made a part hereof (the "Private Roadway"), which shall include a median cut parallel to the driveway to the Civic Site as also depicted on Exhibit "D" ("Median Cut"), with said improvements and any future maintenance being at the sole cost and expense of the Grantor, which said improvements shall serve the Grantor's development of the Grantor Property and the portion of said improvements located with the Easement Premises shall also serve the Civic Site.
4. Civic Site Driveway. The County shall construct and maintain a private driveway over the Easement Premises extending from the Private Roadway to the Civic Site as depicted on Exhibit "D" attached hereto and made a part hereof (the "Civic Site Driveway"), with said improvements and any future maintenance being at the sole cost and expense of the County. The County shall comply with all applicable laws and regulations relating to the Civic Site Driveway.
5. Signage. The County shall have the right to install directional signage within the median of the Private Roadway (the "Civic Site Signage"), with said signage and any future maintenance being at the sole cost and expense of the County. Prior to installation, the Civic Site Signage, including, without limitation, the design, size, and location thereof, shall be approved in writing by Grantor, and the County acknowledges and agrees that any such signage shall be consistent with the branding and signage utilized by Grantor within the Grantor Property. The County shall comply with all applicable laws and regulations relating to the Civic Site Signage.
6. Understanding in connection with Easement. In connection with the Easement, the Parties additionally agree as follows:
 - a. Non-Exclusive. It is understood and agreed that the Easement is non-exclusive, and Grantor reserves the right for itself and its successors and/or assigns to continue to utilize the Easement Premises in accordance with and subject to the terms of this Agreement and in a manner that does not unreasonably interfere with County's rights and benefits granted hereby.
 - b. No Obstruction. In no event shall Grantor use the Easement Premises or permit use of the Easement Premises in any manner which may unreasonably obstruct or interfere with County's rights and benefits granted hereby. Notwithstanding the foregoing, County expressly acknowledges that Grantor intends to construct, maintain, and repair the Private Roadway, entrance features, landscaping, and infrastructure improvements on the Easement Premises to serve the Grantor Property, which construction, maintenance, and/or repair may cause temporary periods of time wherein

the County may not have full and free use of the Easement. County expressly consents to construction activities as provided herein provided such construction activities are performed in a manner which affords County continuous reasonable access to the Civic Site at all times. In no event shall County use the Easement Premises or permit use of the Easement Premises in any manner which may unreasonably obstruct or interfere with the use of the Private Drive.

- c. Maintenance. If Grantor fails to construct, maintain, and/or repair the Private Roadway in a commercially reasonable manner and within a commercially reasonable time (a "Maintenance Failure"), the County may deliver written notice to Grantor describing such Maintenance Failure (each a "Maintenance Notice"). Grantor shall have thirty (30) days after its receipt of the Maintenance Notice to resolve the Maintenance Failure; provided, however, if the resolution of such Maintenance Failure cannot be completed within such thirty (30) day period, Grantor shall have such longer period as is necessary so long as Grantor continues to diligently pursue such completion. If Grantor fails to pursue the resolution of a Maintenance Failure in accordance with this Section, County shall have the right, but not the obligation, to resolve the Maintenance Failure on behalf of Grantor and Grantor shall reimburse County for its reasonable third-party actual expenses incurred by County to resolve the Maintenance Failure, within thirty (30) days from Grantor's receipt of an invoice from County, together with reasonable documentation reflecting such expenses. Within thirty (30) days after County's receipt of such reimbursement and written notice from Grantor and only to the extent the same can be accomplished utilizing the reimbursement, County shall promptly cause any lien imposed against the Easement Premises and/or the Grantor Property as a result of work performed by or on behalf of County to be discharged.
- d. Liability. County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the County 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 County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of this State.
- e. Insurance. Until the termination of the Agreement, County shall maintain and provide Grantor with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of Two Hundred Thousand Dollars (\$200,000) per person and Three Hundred Thousand Dollars (\$300,000) per incident or occurrence and workers' compensation insurance covering all employees in accordance with Chapter 440, Florida

Statutes. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

7. Covenants Running with the Land. Notwithstanding any provision in this Agreement to the contrary, all of the benefits, burdens, covenants and agreements herein shall constitute covenants running with title to the Easement Premises and Grantor Property, shall be binding upon and/or shall accrue to the benefit of any and all persons or entities, their respective successors, assigns, heirs, and personal representatives, having or hereafter acquiring any right title or interest in or to all or any portion of the Grantor Property, Easement Premises or the Civic Site; provided that this Agreement shall not encumber or affect the title of any individually platted residential parcel of land within the Grantor Property upon which a residence is intended to be or is located (each a "Homesite") and no owner of any Homesite shall have any obligations and/or liability under this Agreement.
8. Easement Appurtenant. This Agreement and the Easement created hereby is appurtenant to the Civic Site and may not be transferred or assigned separately or apart from the Civic Site.
9. Time of Essence. The parties expressly agree that time is of the essence in this Agreement.
10. Construction. 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.
11. Entire Understanding. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement and the Easement created hereby.
12. 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), 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 overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM EST on a business day and on the next business day if transmitted after 5PM EST 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 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:

If to the County at: Property & Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

With a copy to: Palm Beach County Attorney's Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-355-2225

If to the Owner at: Lindsay Hillstrom Parsons, Vice President
Land Acquisition, FLE Division
Toll Brothers
951 Broken Sound Pkwy NW, Suite 180
Boca Raton, FL 33487

With a copy to: Scott Backman, Esq,
Miskel Backman LLP
14 SE 4th Street, Suite 36
Boca Raton, FL 33432

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

13. **Default.**

- a. In the event County fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, Grantor's sole remedy shall be the right of specific performance thereof.
- b. In the event Grantor fails 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's sole remedy shall be the right of specific performance thereof.

14. **Governing Law & Venue.** 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 Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

15. Estoppel. Upon thirty (30) days' prior written notice, the Grantor or County, as applicable, shall confirm to the other as of the date of such confirmation that they know of no defaults or current claims existing under this Agreement and that there are no sums due or owing under this Agreement.
16. Assignment. Grantor may assign this Agreement, including, without limitation, to a homeowners' association established to govern a residential community located on the Grantor Property (the "HOA"), whereupon the Grantor shall thereafter be released from any and all obligations and/or liabilities under this Agreement provided such assignee is approved by County and agrees to be fully bound to this easement. County acknowledges that this Agreement may be assigned to the HOA without the prior consent of County.
17. No Third-Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of the County or the employees of the County.

[Signatures on the following pages]

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

Signed, sealed, and delivered in the presence of:

GRANTOR:

True Shot, LLC

True Shot, LLC
A Florida Limited Liability Company

By: [Signature]
Print Name: WILLIAM J. MARCACCII

WITNESSES:

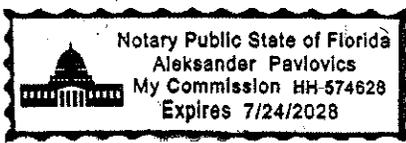
[Signature]
Print Name: Adam Rowlett
Address: 951 Broken Sound

[Signature]
Print Name: Logan Capone
Address: 951 Broken Sound Pkwy #340 Boca Raton, FL

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me via online notary or in physical presence this 6 day of January, 2026 by William Marcacci as Managing Partner of True Shot, LLC, a Florida Limited Liability Company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

[Signature]
Signature of Notary Public



ATTEST:

**MICHAEL A. CARUSO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER**

By: _____
Deputy Clerk

COUNTY:

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

By: _____
Sara Baxter, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Department Director

Exhibit "A"

Overall Grantor Property Legal Description

PARCEL 1

BEING A PORTION OF CYPRESS CREEK COUNTRY CLUB, PLAT BOOK 35, PAGE 106, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,

AND A PORTION OF SECTION 24, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24, RUN THENCE NORTH 00°05'35" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 954.36 FEET;; THENCE NORTH 89°54'25" EAST (DEPARTING FROM SAID WEST LINE), A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MILITARY TRAIL AND THE POINT OF BEGINNING; THENCE NORTH 44° 49' 53" EAST DEPARTING FROM SAID RIGHT-OF-WAY LINE, A DISTANCE OF 35.73 FEET TO A POINT ON THE PLAT BOUNDARY LINE OF SAID CYPRESS CREEK COUNTRY CLUB; THENCE NORTH 89° 45' 46" EAST ALONG SAID PLAT BOUNDARY LINE, DISTANCE OF 1890.04 FEET;; THENCE SOUTH 12° 58' 24" EAST CONTINUING ALONG SAID PLAT BOUNDARY LINE, A DISTANCE OF 116.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°17'45", A DISTANCE OF 38.09 FEET; THENCE NORTH 79° 42' 55" EAST, A DISTANCE OF 90.91 FEET; THENCE NORTH 65° 51' 46" EAST, A DISTANCE OF 209.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 375.00'; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°54'00" A DISTANCE OF 156.43 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89° 45' 46" EAST, A DISTANCE OF 427.68 FEET;; THENCE SOUTH 02° 45' 16" WEST, A DISTANCE OF 554.99 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 220.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°01'41", A DISTANCE OF 326.48' FEET TO THE POINT OF TANGENCY; THENCE SOUTH 16° 41' 49" EAST (DEPARTING FROM SAID PLAT BOUNDARY LINE) A DISTANCE OF 106.22 FEET TO A POINT ON SAID PLAT BOUNDARY LINE; THENCE SOUTH 00° 10' 04" EAST ALONG SAID PLAT BOUNDARY LINE, A DISTANCE OF 97.59 FEET; THENCE NORTH 89° 49' 57" EAST CONTINUING ALONG SAID PLAT BOUNDARY LINE, A DISTANCE OF 800.02 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 210.0 FEET (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 89° 49' 57" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°44'59", A DISTANCE OF 229.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 62° 55' 04" WEST, A DISTANCE OF 531.94 FEET; THENCE NORTH 50° 11' 29" WEST, A DISTANCE OF 491.61 FEET; THENCE NORTH 02° 45' 16" EAST, A DISTANCE OF 236.04 FEET; THENCE NORTH 00° 14' 15" WEST, A DISTANCE OF 1.04 FEET; THENCE NORTH 89° 45' 46" EAST, A DISTANCE OF 300.05 FEET; THENCE SOUTH 00° 14' 14" EAST, A DISTANCE OF 190.00 FEET; THENCE SOUTH 66° 07' 53" EAST, A DISTANCE OF 515.75 FEET; THENCE SOUTH 53° 10' 04" EAST, A DISTANCE OF 327.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 103°29'12", A DISTANCE OF 451.55 FEET TO THE POINT OF TANGENCY; THENCE NORTH 23° 20' 38" EAST, A DISTANCE OF 544.32 FEET; THENCE NORTH 89° 45' 46" EAST, A DISTANCE OF 360.00 FEET; THENCE SOUTH 11° 14' 14" EAST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 13° 34' 55" WEST, A DISTANCE OF 801.83 FEET; THENCE SOUTH 32° 19' 56" WEST, A DISTANCE OF 536.40 FEET; THENCE SOUTH 00° 35' 59" WEST, A DISTANCE OF 128.60 FEET; THENCE SOUTH

10° 35' 59" EAST, A DISTANCE OF 209.98 FEET; THENCE SOUTH 00° 09' 29" EAST, A DISTANCE OF 260.00 FEET; THENCE SOUTH 89° 50' 31" WEST, A DISTANCE OF 129.99 FEET; THENCE NORTH 45° 05' 59" WEST, A DISTANCE OF 177.68 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 140.00 FEET;(A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 64° 20' 54" WEST), THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 107°45'05", A DISTANCE OF 263.29 FEET; THENCE NORTH 82° 05' 59" WEST, A DISTANCE OF 243.45 FEET; THENCE NORTH 87° 35' 59" WEST, A DISTANCE OF 263.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 310.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°00'00", A DISTANCE OF 156.91 FEET; THENCE NORTH 58° 35' 59" WEST, A DISTANCE OF 305.70 FEET; THENCE NORTH 81° 05' 59" WEST, A DISTANCE OF 160.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 140.00 FEET; THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00", A DISTANCE OF 439.82 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 81° 05' 59" EAST, A DISTANCE OF 105.00 FEET; THENCE SOUTH 58° 35' 59" EAST, A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 590.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°00'00", A DISTANCE OF 298.63 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87° 35' 59" EAST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 82° 05' 59" EAST, A DISTANCE OF 230.02 FEET; THENCE SOUTH 62° 05' 59" EAST, A DISTANCE OF 129.81 FEET; THENCE NORTH 44° 54' 01" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 45° 05' 59" EAST, A DISTANCE OF 118.05 FEET; THENCE NORTH 89° 50' 31" EAST, A DISTANCE OF 16.59 FEET; THENCE SOUTH 00° 09' 29" EAST, A DISTANCE OF 100.14 FEET; THENCE SOUTH 89° 50' 31" WEST, A DISTANCE OF 1060.10 FEET; THENCE NORTH 63° 26' 21" WEST, A DISTANCE OF 823.12 FEET; THENCE NORTH 00° 10' 04" WEST, A DISTANCE OF 189.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 240.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°58'10", A DISTANCE OF 297.28 FEET TO THE END OF SAID CURVE; THENCE NORTH 15° 59' 56" EAST (DEPARTING FROM SAID PLAT BOUNDARY LINE), A DISTANCE OF 235.56 FEET; THENCE SOUTH 89° 49' 56" WEST, A DISTANCE OF 12.49 FEET TO A POINT ON SAID PLAT BOUNDARY LINE; THENCE NORTH 15° 59' 56" EAST ALONG SAID PLAT BOUNDARY LINE, A DISTANCE OF 623.27 FEET; THENCE NORTH 57° 30' 04" WEST CONTINUING ALONG SAID PLAT BOUNDARY LINE, A DISTANCE OF 96.64 FEET; THENCE SOUTH 67° 49' 01" WEST, A DISTANCE OF 1026.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 108.93 FEET; THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 157°59'05", A DISTANCE OF 300.36 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89° 49' 56" EAST, A DISTANCE OF 398.75 FEET; THENCE SOUTH 00° 10' 04" EAST, A DISTANCE OF 56.00 FEET; THENCE NORTH 89° 49' 56" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 07° 41' 54" WEST, A DISTANCE OF 68.98 FEET; THENCE SOUTH 36° 40' 04" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 67° 29' 14" EAST, A DISTANCE OF 176.17 FEET; THENCE SOUTH 51° 29' 22" EAST, A DISTANCE OF 122.48 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET, (A RADIAL LINE PASSING THROUGH SAID POINT BEARS NORTH 15°59'56" EAST); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°49'29", A DISTANCE OF 257.70 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89° 49' 56" WEST, A DISTANCE OF 860.00 FEET; THENCE NORTH 52° 53' 54" WEST, A DISTANCE OF 586.93 FEET; THENCE NORTH 71° 10' 04" WEST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 89° 49' 56" WEST, A DISTANCE OF 343.13 FEET; THENCE NORTH 00° 05' 59" WEST, A DISTANCE OF 56.00 FEET; THENCE NORTH 89° 49' 56" EAST (DEPARTING FROM SAID PLAT BOUNDARY LINE), A DISTANCE OF 24.50 FEET; THENCE NORTH 38° 29' 53"

WEST, A DISTANCE OF 261.44 FEET; THENCE SOUTH 51° 30' 07" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 38° 29' 53" WEST, A DISTANCE OF 212.74 FEET; THENCE SOUTH 89° 45' 46" WEST, A DISTANCE OF 235.45 FEET; TO POINT ON THE SAID EAST RIGHT-OF-WAY LINE OF MILITARY TRAIL; THENCE NORTH 00° 05' 35" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 591.78 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL II

BEING A PORTION OF SECTION 24, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 24, RUN THENCE NORTH 00°05'35" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, A DISTANCE OF 1019.60 FEET; THENCE NORTH 89°54'25" EAST (DEPARTING FROM SAID WEST LINE), A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MILITARY TRAIL; THENCE NORTH 00°05'35" WEST ALONG THE EAST RIGHT-OF-WAY LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°05'35" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 123.83 FEET; THENCE SOUTH 89°45'46" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF MILITARY TRAIL AS DESCRIBED IN OFFICIAL RECORDS BOOK 6054, PAGE 1092, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 6.00'; THENCE NORTH 00°05'35" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 71.17 FEET; THENCE NORTH 89°45'46" EAST (DEPARTING FROM SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 323.62 FEET; THENCE SOUTH 00°14'14" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°45'46" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 00°14'14" EAST, A DISTANCE OF 90.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 47.12 FEET; THENCE SOUTH 89°45'46" WEST, A DISTANCE OF 225.18 FEET; THENCE NORTH 45°09'55" WEST, A DISTANCE OF 35.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,338,699 SQUARE FEET OR 122.559 ACRES, MORE OR LESS.

Exhibit "B"

Civic Site Legal Description

BEING A PORTION OF LOT 17, BLOCK 44, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE SECTION 12, TOWNSHIP 45 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 12; THENCE S62°52'01"W, A DISTANCE OF 267.91 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF US 441 SOUTH, AS RECORDED IN OFFICIAL RECORDS BOOK 9904, PAGE 1675 OF SAID PUBLIC RECORDS AND TO THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S00°39'06"E, A DISTANCE OF 430.02 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH ACCESS EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 35421, PAGE 955 OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH LINE, THE FOLLOWING THREE (3) COURSES AND DISTANCES: THENCE S88°07'52"W, A DISTANCE OF 230.16 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'05"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N01°52'03"W, A DISTANCE OF 48.00 FEET; THENCE N88°07'57"E, A DISTANCE OF 2.00 FEET; THENCE N01°52'08"W, A DISTANCE OF 9.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 55°12'41"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 26.98 FEET TO A POINT OF NON-TANGENCY; THENCE N88°07'52"E, A DISTANCE OF 45.82 FEET; THENCE N01°49'24"W, A DISTANCE OF 325.09 FEET; THENCE N88°10'36"E, A DISTANCE OF 204.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 91,912 SQUARE FEET OR 2.1100 ACRES, MORE OR LESS.

EXHIBIT "C"

DESCRIPTION:

A PORTION OF CYPRESS CREEK GOLF COURSE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGE 106, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER (W 1/4) CORNER OF SECTION 24, TOWNSHIP 45 SOUTH, RANGE 42 EAST; THENCE N07°35'53"E, A DISTANCE OF 448.32 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MILITARY TRAIL, AS DEDICATED BY SAID PLAT CYPRESS CREEK GOLF COURSE AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE N00°05'35"W, A DISTANCE OF 40.41 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, HAVING FOR ITS ELEMENTS, A CHORD BEARING (CB) OF S45°04'55"E, A CHORD DISTANCE (CD) OF 9.90 FEET, AND A RADIAL DISTANCE OF 7.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 89°58'41", A DISTANCE OF 10.99 FEET; THENCE N89°55'44"E, A DISTANCE OF 85.81 FEET TO A POINT OF CURVE TO THE RIGHT, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 16°36'15"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 40.57 FEET; THENCE S73°28'01"E, A DISTANCE OF 3.90 FEET TO A POINT OF CURVE TO THE LEFT, HAVING A RADIUS OF 7.00 FEET AND A CENTRAL ANGLE OF 180°00'00"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 21.99 FEET; THENCE N73°28'01"W, A DISTANCE OF 3.90 FEET TO A POINT OF CURVE TO THE LEFT, HAVING A RADIUS OF 154.00 FEET AND A CENTRAL ANGLE OF 16°36'15"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 44.63 FEET; THENCE S89°55'44"W, A DISTANCE OF 85.81 FEET TO A POINT OF CURVE TO THE LEFT, HAVING A RADIUS OF 7.00 FEET AND A CENTRAL ANGLE OF 90°01'19"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 11.00 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF MILITARY TRAIL; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, ALSO BEING A LINE NON-TANGENT TO SAID CURVE, N00°05'35"W, A DISTANCE OF 40.54 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, HAVING FOR ITS ELEMENTS, A CHORD BEARING (CB) OF S70°59'54"E, A CHORD DISTANCE (CD) OF 26.14 FEET, AND A RADIAL DISTANCE OF 40.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 38°08'43", A DISTANCE OF 26.63 FEET; THENCE N89°55'44"E, A DISTANCE OF 68.11 FEET TO A POINT OF CURVE TO THE RIGHT, HAVING A RADIUS OF 179.00 FEET AND A CENTRAL ANGLE OF 16°36'14"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 51.87 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, HAVING FOR ITS ELEMENTS, A CHORD BEARING (CB) OF N69°17'39"E, A CHORD DISTANCE (CD) OF 18.18 FEET, AND A RADIAL DISTANCE OF 15.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 74°35'24", A DISTANCE OF 19.53 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S73°28'01"E, A DISTANCE OF 21.09 FEET; THENCE S12°39'35"W, A DISTANCE OF 75.17 FEET; THENCE N73°28'01"W, A DISTANCE OF 40.63 FEET TO A POINT OF CURVE TO THE LEFT, HAVING A RADIUS OF 115.00 FEET AND A CENTRAL ANGLE OF 16°36'15"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 33.33 FEET; THENCE S89°55'44"W, A DISTANCE OF 68.24 FEET TO A POINT OF CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 37°51'16"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 26.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,532 SQUARE FEET OR 0.2188 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 SEPTEMBER 3, 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 SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

SHEET 1 OF 4



CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452



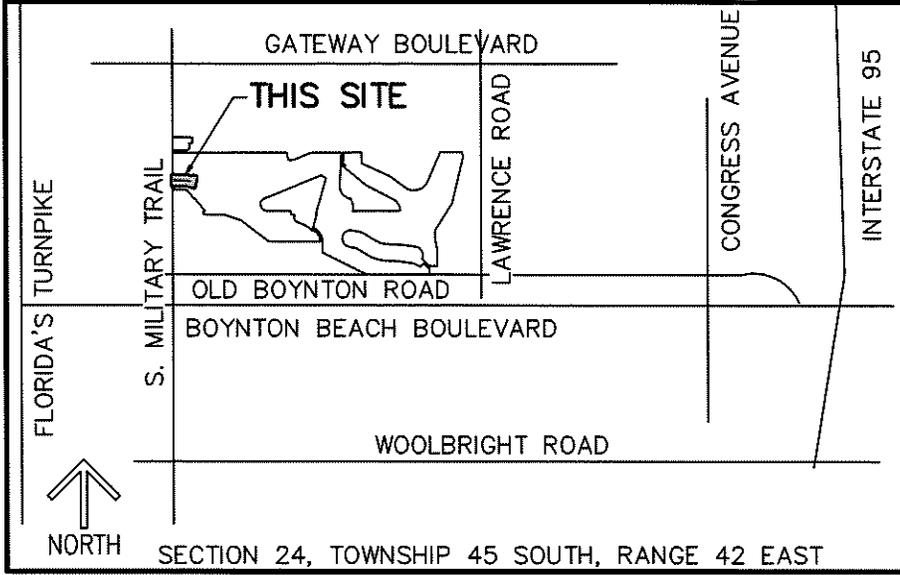
Digitally signed by
 David Lindley
 Date: 2025.09.03
 08:25:59 -0400
 Adobe Acrobat
 version:
 2025.001.20643

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

DATE	09-3-2025
DRAWN BY	sl
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	8024-ACCESS

CYPRESS CREEK GOLF COURSE
ACCESS EASEMENT
SKETCH & DESCRIPTION

EXHIBIT "C"



LOCATION MAP
(NOT TO SCALE)

**LEGEND/
ABBREVIATIONS**

- DB - DEED BOOK
- LB - LICENSED BUSINESS
- O.R.B. - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- PG(S). - PAGE(S)
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- 24-45-42 - SECTION 24,
TOWNSHIP 45
SOUTH, RANGE 42
EAST
- ⚡ - 1/4 SECTION CORNER
- ✱ - SECTION CORNER

**NOTES
COORDINATES, BEARINGS AND DISTANCES**

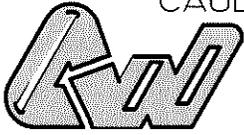
COORDINATES SHOWN ARE GRID
 DATUM = NAD 83 (90 ADJUSTMENT)
 ZONE = FLORIDA EAST
 LINEAR UNIT = US SURVEY FEET
 COORDINATE SYSTEM 1983 STATE PLANE
 TRANSVERSE MERCATOR PROJECTION
 ALL DISTANCES ARE GROUND, UNLESS OTHERWISE NOTED
 SCALE FACTOR = 1.000037454
 GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
 BEARINGS AS SHOWN HEREON ARE GRID DATUM
 NAD 83 (90 ADJUSTMENT), FLORIDA EAST ZONE.

SURVEYOR'S NOTES:

1. SKETCH AND 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 AND 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 N00°05'35"W, ALONG THE WEST LINE OF THE NORTHWEST ONE QUARTER (SW 1/4) OF SECTION 24, TOWNSHIP 45 SOUTH, RANGE 42 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).
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.

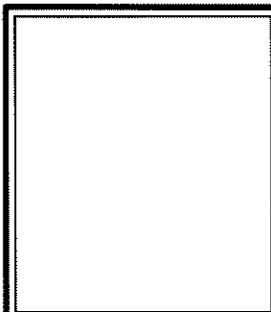
THIS IS NOT A SURVEY

SHEET 2 OF 4



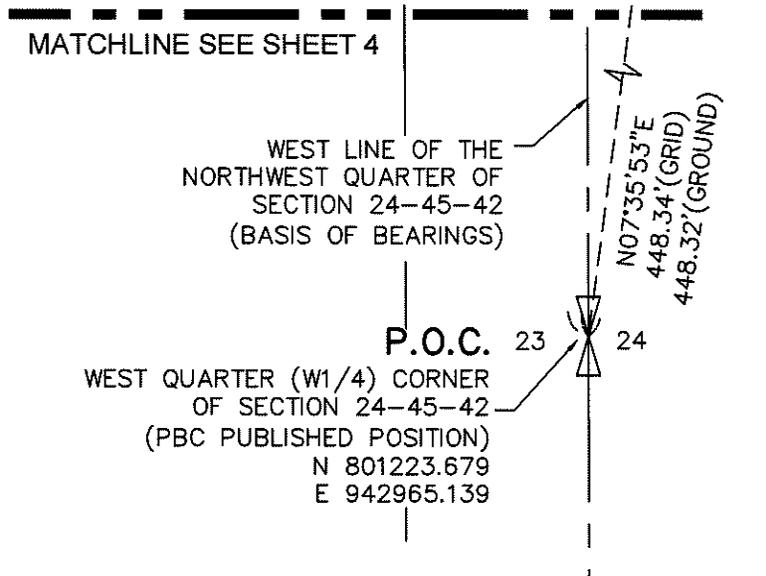
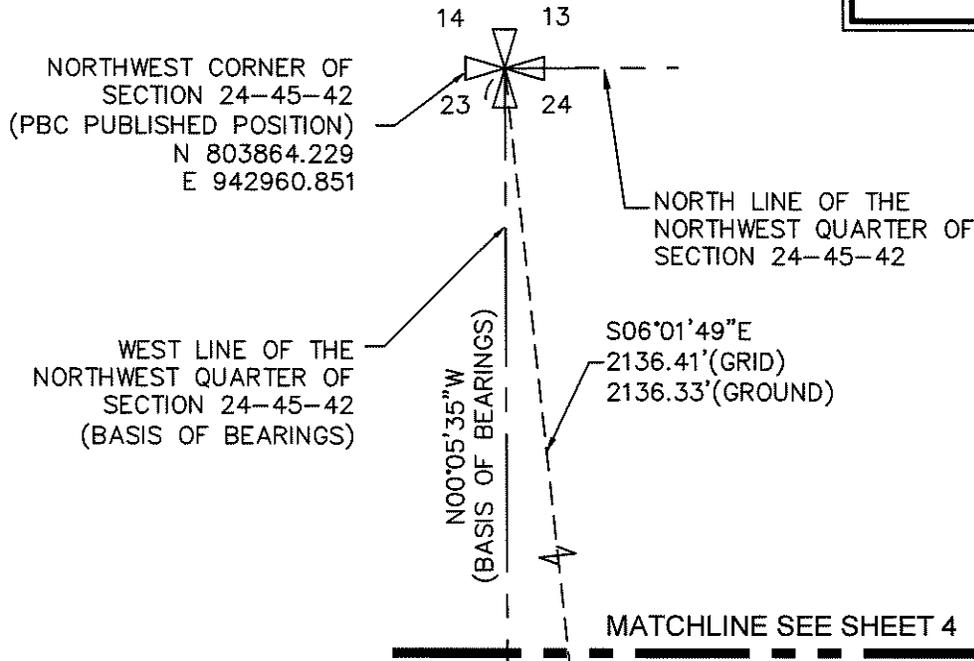
CAULFIELD & WHEELER, INC.
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 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

**CYPRESS CREEK GOLF COURSE
 ACCESS EASEMENT
 SKETCH & DESCRIPTION**



DATE	09-3-2025
DRAWN BY	sl
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	8024-ACCESS

EXHIBIT "C"

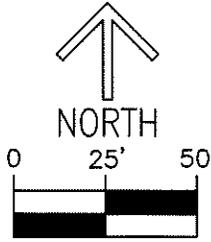


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SHEET 3 OF 4



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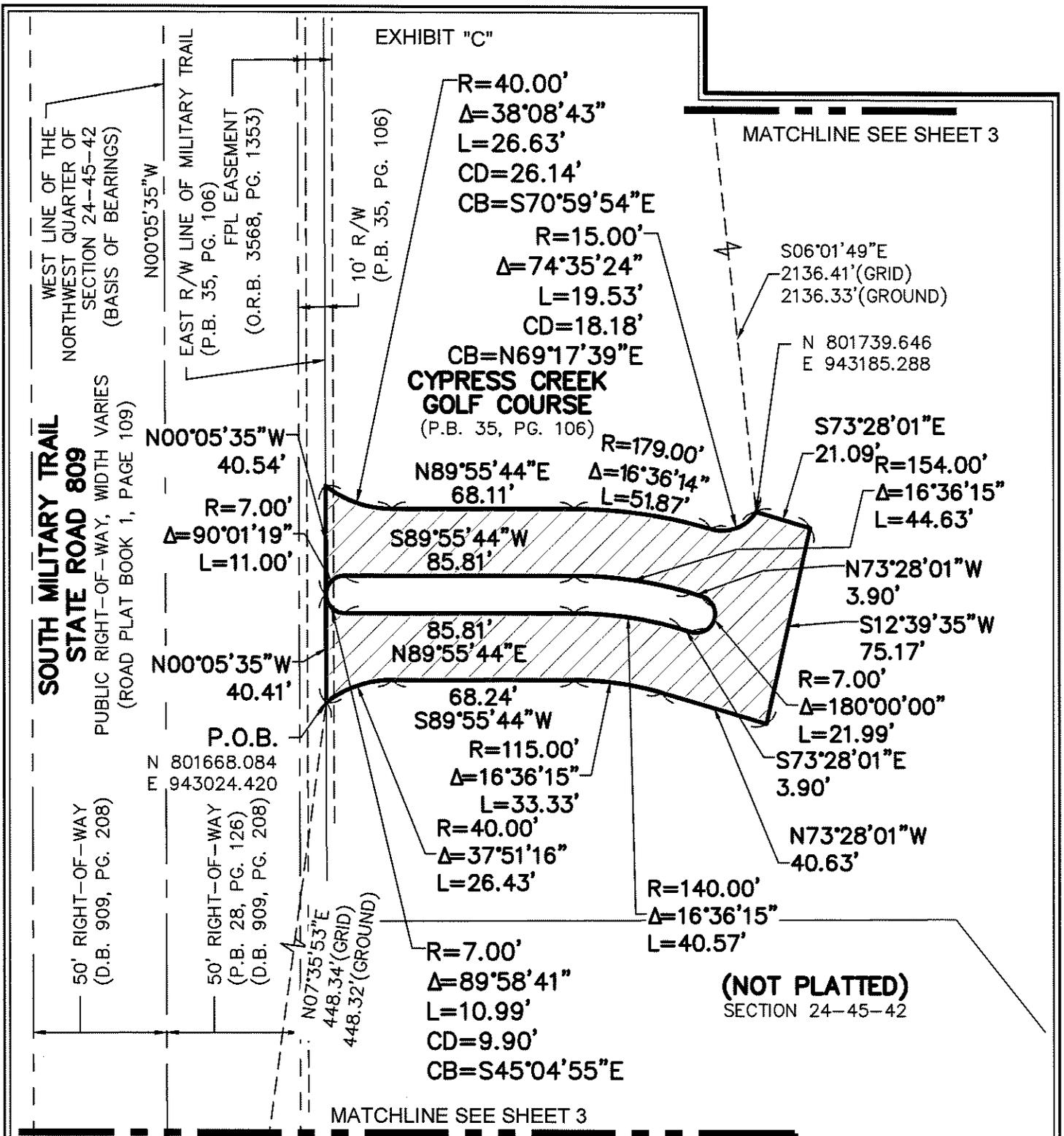
NORTH

0 25' 50'

1 INCH = 50 FEET

DATE	09-3-2025
DRAWN BY	sl
F.B./ PG.	N/A
SCALE	1" = 50'
JOB NO.	8024-ACCESS

CYPRESS CREEK GOLF COURSE
ACCESS EASEMENT
SKETCH & DESCRIPTION



THIS IS NOT A SURVEY

SHEET 4 OF 4

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NORTH

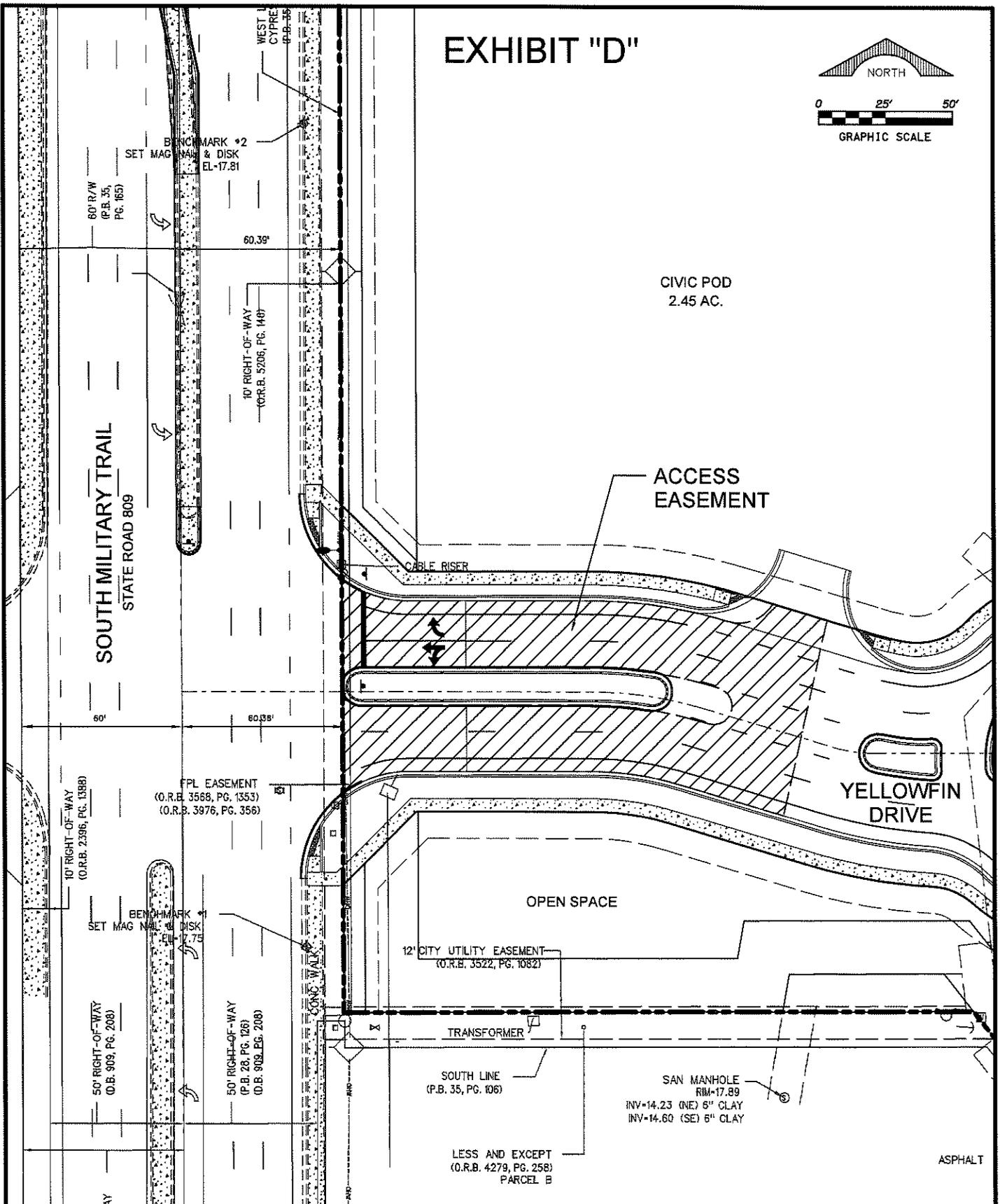
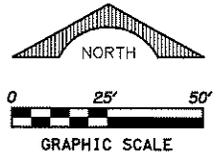
0 25' 50'

1 INCH = 50 FEET

DATE	09-3-2025
DRAWN BY	sl
F.B./ PG.	N/A
SCALE	1"=50'
JOB NO.	8024-ACCESS

**CYPRESS CREEK GOLF COURSE
 ACCESS EASEMENT
 SKETCH & DESCRIPTION**

EXHIBIT "D"



SCHNARS
ENGINEERING CORPORATION

947 CLINT MOORE ROAD
BOCA RATON, FLORIDA 33487

TEL: (561) 241-6455
FAX: (561) 241-5182

PROJECT: GATEWAY SPRINGS PUD
PALM BEACH COUNTY, FLORIDA

TASK: ACCESS EASEMENT

JOB NO.	1774
DRAWN	RAD
DESIGNED	JTS
CHECKED	GL
Q.C.	JTS
SHEET	1 of 1