

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

Meeting Date: April 21, 2026 (X) Consent () Regular
() Workshop () Public Hearing

Department: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve a Deed of Conservation Easement (Town-held Conservation Easement) for 97.645 acres of environmentally sensitive land within Hypoluxo Scrub Natural Area (Natural Area), from Palm Beach County (PBC) in favor of the Town of Hypoluxo (Town).

Summary: Approval of the Town-held Conservation Easement would help preserve and protect the 97.645 acres of environmentally sensitive land within the Natural Area. A 1.65-acre stormwater retention tract that is managed as part of the Natural Area pursuant to a 2013 agreement between PBC's Department of Environmental Resources Management (ERM) and Engineering and Public Works Department (EPW), is excluded from the Town-held Conservation Easement since it is not environmentally sensitive. The Town-held Conservation Easement is very similar to conservation easements that were executed in favor of the South Florida Water Management District (SFWMD) and The Nature Conservancy (TNC) on March 29, 2006, and recorded in OR Book 21832, Page 1611 and OR Book 23637, Page 1870, respectively. The Town-held Conservation Easement will add an extra layer of protection over a 94.868-acre portion of the Natural Area that is protected by the SFWMD-held and TNC-held conservation easements. The Town-held Conservation Easement also will protect three (3) small tracts (totaling approximately 2.777 acres) that are not protected by the SFWMD-held and TNC-held conservation easements. The Town adopted Resolution 26-544, which approved the Town-held Conservation Easement, on January 22, 2026. The Town-held Conservation Easement shall remain in full force and effect as a covenant running with the land. **There is no cost to the County. District 7 (DL)**

Background and Justification: On September 13, 2005, the Board of County Commissioners (BCC) expressed a desire to place conservation easements on all PBC-owned natural areas. The purpose of these conservation easements was to provide the natural areas with a level of protection that would not be affected by the retirement of PBC or State conservation bonds. Approval of the Town-held Conservation Easement in favor of the Town will further the BCC's goal of placing additional layers of protection on PBC-owned natural areas by placing a perpetual conservation easement over the 97.645-acre Natural Area. The Town-held Conservation Easement will be held by the Town exclusively for conservation purposes. It will help ensure that the environmentally sensitive lands within the Natural Area are retained and managed in a manner that will protect native plant and animal communities.

The Town-held Conservation Easement complies with the requirements of the PBC's Florida Communities Trust (FCT) Grant Award Agreement 01-035-FF1 (R2003-0061) that limits what may occur within an approximate 95.86-acre portion of the Natural Area.

Attachments:

- 1. Location Maps
- 2. Town Resolution 26-544
- 3. Deed of Conservation Easement (w/ Exhibit "A")

Recommended by: Deborah Dwyer 2-25-2026
Department Director Date

Approved by: Joe 3/19/26
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$0 _____	_____	_____	_____	_____
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.:

Fund _____ Department _____ Unit _____ Object _____ Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact

There is no fiscal impact associated with this item.

C. Department Fiscal Review: Deepika Dias

Digitally signed by Deepika Dias
DN: c=org, DC=pubgov, OU=Enterprise, OU=Users, CN=Deepika Dias, E=DDias@pub.gov
Reason: I am the author of this document
Date: 2026.03.05 15:44:23 -0500

III. REVIEW COMMENTS

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

Jana Martin 3/9/2026 Frank Giacchino 3/11/26
OFMB DA 3/9 Contract Development & Control 3/11/26 FW

Six (6) asset numbers are assigned for the respective PCNs: M05792; M05793; M05794; M05795; M05796; and M10352 (reserved)

Angelo DiPietro

Digitally signed by Angelo DiPietro
DN: c=org, DC=pubgov, OU=Enterprise, OU=FMB, OU=Users, CN=Angelo DiPietro, E=ADipier@pub.gov
Reason: I am the author of this document
Date: 2026.03.05 16:11:00 -0500
Foxit PDF Reader Version: 12.1.0

Manager, FAMO, OFMB

B. Legal Sufficiency:

/s/Darren Leiser
Assistant County Attorney

C. Other Department Review: Facilities Development & Operations

Jennifer Ferriol

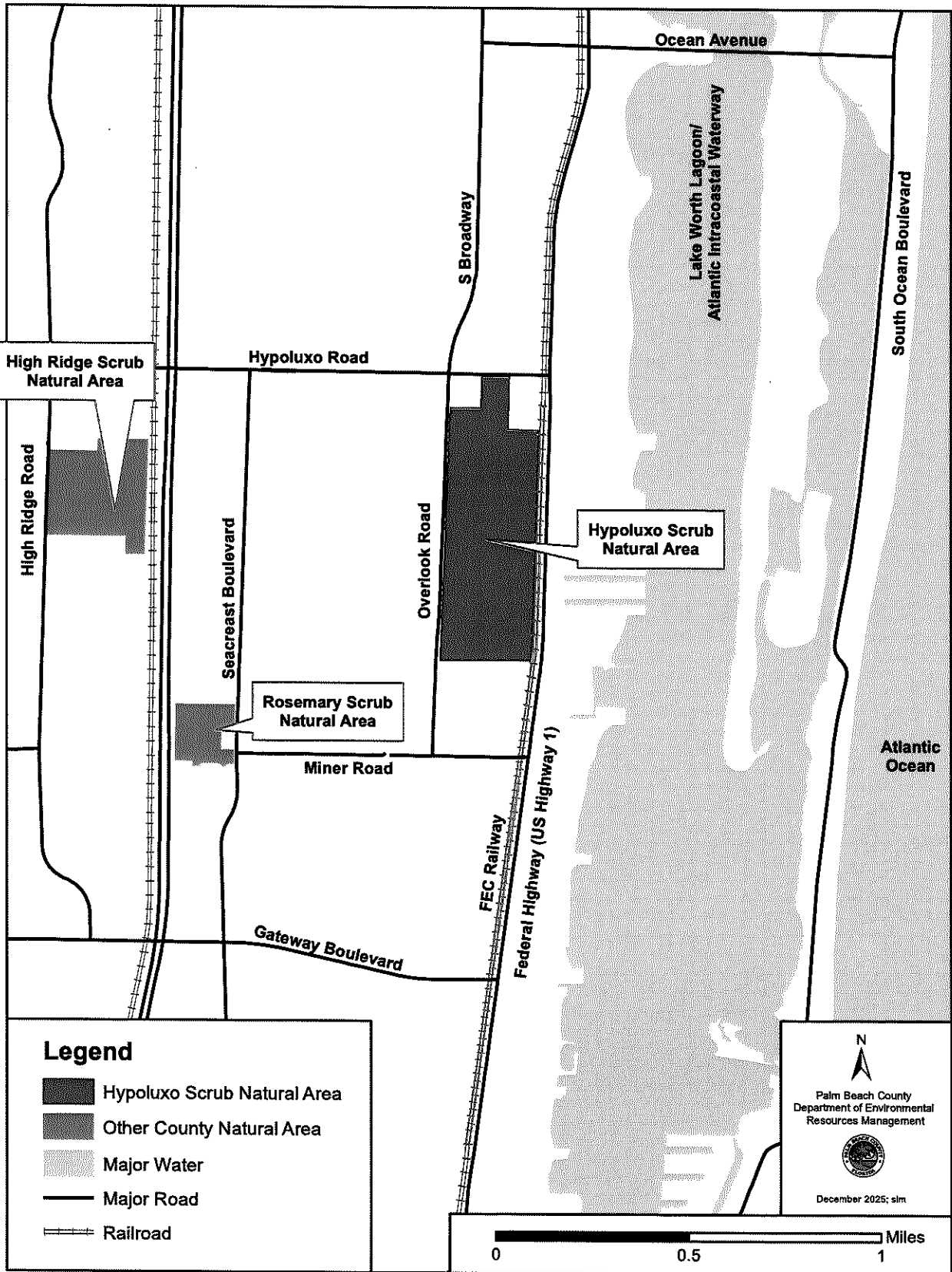
Digitally signed by Jennifer Ferriol
DN: c=org, DC=pubgov, OU=Enterprise, OU=FDO, OU=Users, CN=Jennifer Ferriol, E=JFerriol@pub.gov
Reason: I am the author of this document
Date: 2026.03.06 12:37:18 -0500
Foxit PDF Reader Version: 12.1.0

Department Director/Division Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

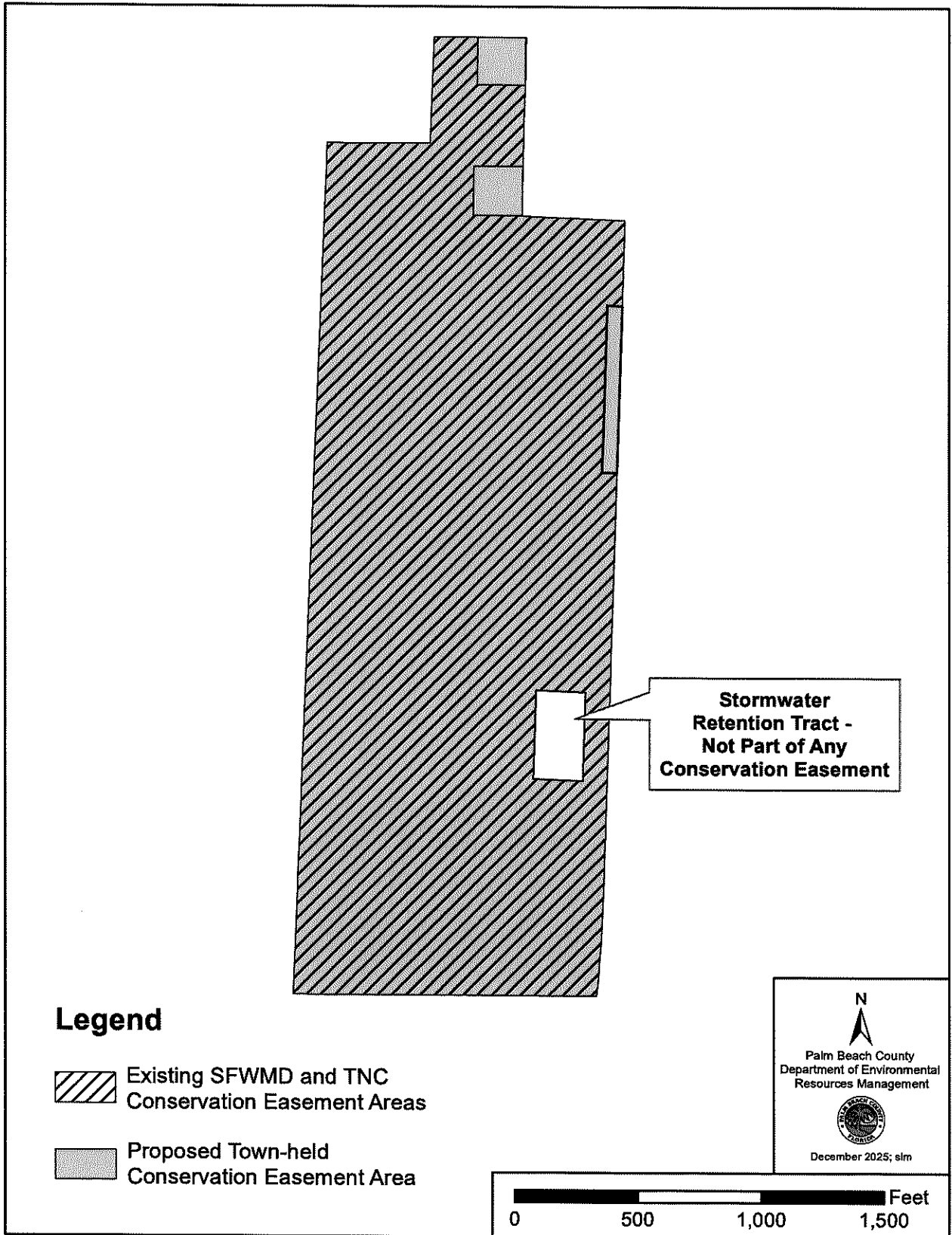
Attachment 1A

Hypoluxo Scrub Natural Area Location Map



Attachment 1B

Hypoluxo Scrub Natural Area Existing and Proposed Conservation Easement Areas Location Map



Attachment 2

TOWN OF HYPOLUXO

RESOLUTION 26-544

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HYPOLUXO, FLORIDA, APPROVING AND ACCEPTING A DEED OF CONSERVATION EASEMENT FROM PALM BEACH COUNTY FOR THE HYPOLUXO SCRUB NATURAL AREA AND AUTHORIZING THE MAYOR AND DEPUTY TOWN CLERK TO EXECUTE THE EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in conjunction with the proposed transfer of responsibility for the 2.53-acre northern portion of the Hypoluxo Scrub Natural Area (HSNA) from the Town to Palm Beach County, the County has requested that the Town accept a perpetual Deed of Conservation Easement for the entire 97.64-acre Natural Area in accordance with Section 704.06, Florida Statutes; and

WHEREAS, the purpose of the Conservation Easement is to assure that the HSNA be retained forever predominantly in its natural condition and that the land and water areas be retained and managed to protect native plant and animal communities; and

WHEREAS, the Town Council wishes to approve the Deed of Conservation Easement and authorize the Mayor and Deputy Town Clerk to execute the Easement on behalf of the Town; and

WHEREAS, the Town Council determines that the adoption of this Resolution benefits the health, safety, and welfare of the residents of the Town of Hypoluxo.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HYPOLUXO, FLORIDA as follows:

Section 1. The foregoing recitals are hereby ratified as true and incorporated herein.

Section 2. The Town Council hereby approves the Deed of Conservation Easement from Palm Beach County for the Hypoluxo Scrub Natural Area, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Deputy Town Clerk to execute the Conservation Easement on behalf of the Town.

Section 3. This Resolution shall become effective immediately upon adoption.

RESOLVED AND ADOPTED this 22 day of January 2026.

TOWN OF HYPOLUXO, FLORIDA

BY: Michael Brown
Michael C. Brown, Mayor

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ATTEST:

Dixie Gualtieri
Dixie Gualtieri, Deputy Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Leonard G. Rubin
Leonard G. Rubin, Town Attorney

VOTE:	AYE:	NAY:	ABSENT:
VICE MAYOR RICHARD J. RONEY	<u>✓</u>	_____	_____
COUNCILMEMBER LINDA ALLEN	<u>✓</u>	_____	_____
COUNCILMEMBER STEPHANIE KAHLERT	<u>✓</u>	_____	_____
COUNCILMEMBER DOUG BESECKER	<u>✓</u>	_____	_____
COUNCILMEMBER JOHN SOCHACKI	<u>✓</u>	_____	_____

Return to:
Sandy Mann, Principal Planner
Palm Beach County
Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this 21st day of April, 2026, by Palm Beach County, a political subdivision of the State of Florida ("Grantor"), by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605 ("Grantor") to the Town of Hypoluxo, a Florida municipal corporation, whose business mailing address is 7580 S. Federal Highway, Hypoluxo, Florida 33462 ("Grantee"). As used herein, the term Grantor shall include any and all successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assign of Grantee.

WITNESSETH

WHEREAS, Grantor is the owner of that certain real property situated in Palm Beach County, Florida, more specifically described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor desires that the Property be preserved and maintained in perpetuity as part of the County's Natural Areas System; and

WHEREAS, the Grantor is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes ("F.S."), over the Property and Grantee is willing to accept such conservation easement; and

WHEREAS, the Florida Communities Trust has awarded the Grantor and Grantee a grant partially reimbursing the Grantor's costs in acquiring a portion of the Property and restricting the use of that portion of the Property to purposes consistent with the Florida Forever grant program through a Grant Award Agreement #01-035-FF1 recorded in Palm Beach County Official Records Book 14795, beginning at Page 1849, as amended in Official Records Book 18294, beginning at Page 1431, between the Florida Communities Trust, and the Grantor and Grantee (collectively the "Grant Award Agreement"), and the Grantor and Grantee are

in agreement that the restrictions thus placed on the Property are consistent with the intent to ensure the perpetual maintenance and protection of said Property; and

WHEREAS, the Grantor and Grantee acknowledge that any change to this conservation easement that affects the Property shall be subject to review and approval by the Florida Communities Trust prior to implementation of that change, for so long as the terms and conditions of the Grant Award Agreement, as may be amended from time to time, are in effect for any portion of the Property.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Florida and in particular Section 704.06, F.S., Grantor hereby voluntarily grants, creates, and establishes a conservation easement for and in favor of the Grantee upon the Property of the nature and character and to the extent hereinafter set forth, which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

1. **Purpose.** It is the purpose of this conservation easement (Easement) to assure that the Property will be retained forever predominantly in its natural condition and that the land and water areas will be retained and managed in a manner that will protect native plant and animal communities. Grantee will hold this Easement exclusively for conservation purposes.
2. **Rights of Grantee.** To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:
 - a. To enter upon the Property at reasonable times in order to enforce the rights herein, provided that such entry shall not unreasonably interfere with the use and quiet enjoyment of the Property by the Grantor; and
 - b. To enjoin any activity on or use of the Property that is inconsistent with this Easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
3. **Reserved Rights.** Grantor reserves to itself and to its successors and assigns all rights accruing from ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and that are not inconsistent with the purpose of this Easement and Grant Award Agreement. Without limiting the generality of the foregoing, the following rights are expressly reserved:
 - a. The Grantor may construct, maintain and operate public use facilities for the purpose of educating the public about the natural resources of the Property or for the purpose of providing opportunities for recreational activities which have minimal or no impact on natural resources or ecosystems; and
 - b. The Grantor may place signs or markers as necessary to identify property boundaries, trails, restoration areas or other site features or activities related to management and maintenance or the passive recreational use of the Property; and

- c. The Grantor may construct and maintain management roads, firebreaks, trails, walkways, wildlife observation platforms, and facilities necessary to support the public use and land management activities; and
 - d. The Grantor may remove or kill, by any lawful means, exotic or nuisance vegetation and animal species, conduct prescribed burns, and conduct other management activities necessary to carry out conservation purposes; and
 - e. The Grantor may conduct site restoration or enhancement projects determined by the Grantor not to conflict with the purpose of this Easement.
4. **Prohibited uses and activities.** Subject to the reserved rights stated in Section 3, the following uses and activities are prohibited in or on the Property:
- a. Construction or placing of buildings, roads, signs, billboards, advertising, utilities, or other structures on or above the ground, other than those roads, structures or signs that may be authorized herein and are consistent with or necessary to accomplish the purpose of this Easement; and
 - b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials; and
 - c. Removal or destruction of trees, shrubs, other vegetation, or wildlife; and
 - d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface; and
 - e. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and interior fencing (perimeter fencing shall not be considered a violation of this subparagraph); and
 - f. Acts or uses detrimental to such aforementioned retention of land or water areas; and
 - g. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance, except for those lawful acts necessary to achieve natural area restoration.
5. **Reversionary Interest.** Grantor and Grantee expressly agree that any rights conveyed by this Conservation Easement are secondary and subordinate to the reversionary interest held by the Board of Trustees of the Internal Improvement Trust Fund as set forth in the Grant Award Agreement.
6. **Access.** No right of access by the general public is conveyed or restricted by this Easement.
7. **Operation and Upkeep.** Grantee shall not be responsible for any costs and liabilities related to the operation, upkeep and maintenance of the Property.
8. **Enforcement.** Enforcement of the terms, provisions and restrictions of this Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. **Assignment.** Upon prior written approval by Grantor and the Florida Communities Trust, this Easement may be transferred or assigned by Grantee to another organization qualified to hold such interests under applicable State laws. Transfers or assignments shall be accomplished by written amendment of this Easement.
10. **Severability.** If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby, as long as the purpose of the Easement is protected.
11. **Amendment.** This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto and their assigns or successors, with prior approval from the Florida Communities Trust. Any such amendment must be filed in the public records in Palm Beach County.
12. **Notices.** All notices, consents, approval or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor.
13. **Entire Agreement.** This Easement, (including the Exhibits hereto and any written amendments thereto, executed by all parties), constitutes the entire Easement, and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor has good right and lawful authority to convey this Easement.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have executed this Conservation Easement
this _____ day of _____, 20____.

ATTEST:

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

GRANTOR:

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE STATE
OF FLORIDA, BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Full Mailing Address

Witness Signature

Print Witness Name

Full Mailing Address

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By:  _____
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**


By:  _____
Deborah Drum, Director
Department of Environmental
Resources Management


ATTEST:

GRANTEE:

TOWN CLERK:

TOWN OF HYPOLUXO, FLORIDA:

By: 
Dixie Gualtieri, Deputy Town Clerk

By: 
Michael C. Brown, Mayor

Date: January 22, 2026

Date: January 22, 2026

By executing below, FCT consents to this Conservation Easement and agrees that it complies with the requirements set forth in the Grant Award Agreement:

Witnesses:

FLORIDA COMMUNITIES TRUST

Signature

By: _____
Secretary or Designee

Print Name

Print Name: _____

Full Mailing Address

Title: _____

Signature

Date: _____

Print Name

Approved as to Form and Legality:

Full Mailing Address

By: _____
Counsel

Print Name: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ___ day of _____, 20___, by _____, Secretary or Designee for Florida Communities Trust, who is personally known to me OR who has produced _____ as identification and who () did () did not take an oath.

(SEAL)

Signature of Notary Public
Print Name: _____
Commission No.

My Commission Expires: _____

EXHIBIT "A"

HYPOLUXO SCRUB
NATURAL AREA

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING ALL OF THOSE LANDS AS DESCRIBED IN THAT CERTAIN GENERAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 11533, PAGE 571 (VESTING DEED), INCLUSIVE OF THAT AFFIDAVIT OF GLENN W. MARK, P.L.S. CONFIRMING A SCRIVENER'S ERROR IN SAID VESTING DEED AS RECORDED IN OFFICIAL RECORDS BOOK 30920, PAGE 855, AND TOGETHER WITH ALL OF THAT ABANDONED RIGHT-OF-WAY FOR EAST COAST AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 35356, PAGE 1460, ALL WITHIN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE SOUTH 02°17'56" WEST. (GRID BEARING BASIS, STATE PLANE COORDINATE SYSTEM - TRANSVERSE MERCATOR, FLORIDA EAST ZONE), ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 33.76 FEET; THENCE SOUTH 89°39'39" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF HYPOLUXO ROAD AND ITS WESTERLY PROJECTION THEREOF, A DISTANCE OF 457.02 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 89°39'39" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 375.59 FEET; THENCE SOUTH 01°27'04" WEST, DEPARTING SAID RIGHT-OF-WAY LINE A DISTANCE OF 263.24 FEET; THENCE NORTH 89°39'39" WEST, A DISTANCE OF 1.00 FOOT; THENCE SOUTH 01°27'04" WEST, A DISTANCE OF 311.74 FEET; THENCE SOUTH 89°39'39" EAST, A DISTANCE OF 1.00 FOOT; THENCE SOUTH 01°27'04" WEST, A DISTANCE OF 152.73 FEET; THENCE SOUTH 87°42'03" EAST, A DISTANCE OF 419.28 FEET; THENCE SOUTH 01°49'53" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S 100 FOOT RIGHT-OF-WAY, A DISTANCE OF 2746.64 FEET, TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE WEST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S 100 FOOT RIGHT-OF-WAY, HAVING A RADIUS OF 5677.65 FEET AND A CENTRAL ANGLE OF 04°14'50", FOR AN ARC DISTANCE OF 420.87 FEET; THENCE NORTH 89°50'18" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 10, A DISTANCE OF 1233.28 FEET; THENCE NORTH 02°17'56" EAST, ALONG THE EAST R/W LINE OF OVERLOOK ROAD, A DISTANCE OF 3476.67 FEET; THENCE SOUTH 89°39'39" EAST ALONG THE SOUTH LINE OF THE PLAT OF HYPOLUXO COMMONS, AS RECORDED IN PLAT BOOK 124, PAGE 166, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 417.00 FEET; THENCE NORTH 02°17'56" EAST ALONG THE EAST LINE OF SAID PLAT OF HYPOLUXO COMMONS, A DISTANCE OF 437.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM, THAT PORTION AS CONVEYED TO THE COUNTY OF PALM BEACH, BY THAT SPECIAL WARRANTY DEED RECORDED IN ORB 5787, PG 1793 AND AS AGREED TO IN THAT AGREED ORDER OF TAKING AND FINAL COMPENSATION RECORDED IN ORB 5762, PG 1752, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 12, BLOCK 9, ACCORDING TO THE PLAT OF "HYPOLUXO SUBDIVISION", AS RECORDED IN PB 5, PG 32, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 87°42'03" EAST (GRID BEARING BASIS, STATE PLANE COORDINATE SYSTEM - TRANSVERSE MERCATOR, FLORIDA EAST ZONE), ALONG THE SOUTH LINE OF SAID "HYPOLUXO SUBDIVISION", A DISTANCE OF 60.00 FEET; THENCE SOUTH 01°49'53" WEST ALONG THE WEST R/W LINE OF FLORIDA EAST COAST RAILWAY COMPANY'S 100 FOOT RIGHT OF WAY, A DISTANCE OF 900.66 FEET; THENCE NORTH 87°42'03" WEST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 87°42'03" WEST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 01°49'53" WEST, A DISTANCE OF 360.00 FEET; THENCE SOUTH 87°42'03" EAST, A DISTANCE OF 200.00 FEET; THENCE NORTH 01°49'53" EAST, A DISTANCE OF 360.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4,253,434 SQUARE FEET OR 97.645 ACRES MORE OR LESS.

NOT VALID WITHOUT THE DIGITAL SIGNATURE AND/OR ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE FLORIDA STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.


Craig S
Pusey

Digitally signed by Craig S Pusey
DN: C=US, O=PALM BEACH COUNTY, dnQualifier=
A01410D000001855E8487880011DD6B, CN=Craig S
Pusey
Reason: I am the author of this document
Location:
Date: 2024.11.15 08:37:09-05'00'
Foxit PDF Editor Version: 12.1.0



CRAIG S. PUSEY, P.S.M.
FLORIDA CERTIFICATE #5019

DATE

PROJECT NO: 2019012-05	SHEET: 10 1	PROJECT: HYPOLUXO SCRUB NATURAL AREA		SCALE: 1" = 150' APPROVED: C.S.P. DRAWN: S.T.A. CHECKED: C.S.P. DATE: 06/03/24	NO.	REVISION	BY	DATE	FIELD BOOK NO.	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS SURVEY DIVISION 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
		DESIGN FILE NAME S-1-24-4289.DGN	DRAWING NO. S-1-24-4289							

LEGEND

U.E.	= UTILITY EASEMENT	REF	= REFERENCE
PG	= PAGE	D.B.	= DEED BOOK
P.O.C.	= POINT OF COMMENCEMENT	ESMT	= EASEMENT
P.O.B.	= POINT OF BEGINNING	SEC	= SECTION
P.B.C.	= PALM BEACH COUNTY	TWP	= TOWNSHIP
R/W	= RIGHT OF WAY	RNG	= RANGE
PB	= PLAT BOOK	FP&L	= FLORIDA POWER AND LIGHT
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	AKA	= ALSO KNOWN AS
ORB	= OFFICIAL RECORDS BOOK	R.P.B.	= ROAD PLAT BOOK
PCN	= PARCEL CONTROL NUMBER	L.W.D.D.	= LAKE WORTH DRAINAGE DISTRICT
		L.A.E.	= LIMITED ACCESS ESMT
		T.I.I.F.	= TRUSTEES OF THE INTERNAL IMPROVEMENT FUND

EXHIBIT "A"

SURVEYOR'S NOTES

ALL BEARINGS ARE BASED ON A GRID 83/1990 BEARING OF S 02°17'56" W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 43 EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

SEE AFFIDAVIT CONFIRMING ERROR RECORDED IN ORB 30920, PG 855 CONCERNING ERROR DISCOVERED IN THE VESTING DEED FOR THIS PROPERTY RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

DIRECT LINE TIE FROM P.O.C. AT NW CORNER OF SECTION 10/45/43 TO THE NORTHWEST CORNER OF THE HYPOLUXO SCRUB NATURAL AREA ON OVERLOOK ROAD S02°34'18"E 471.12 FEET.

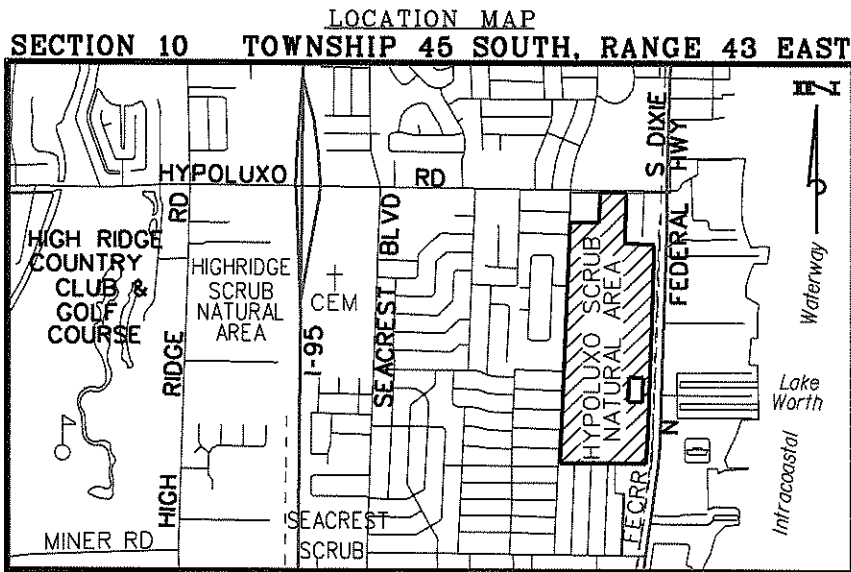
THIS IS NOT A SURVEY.

THE INTENDED PLOT SCALE FOR THIS DRAWING IS 1"= 150' ON 8.5"X 11" PAPER

COORDINATES SHOWN ARE GRID
 DATUM = NAD 83, 1990, ADJUSTMENT
 ZONE = FLORIDA EAST
 LINEAR UNITS = US SURVEY FOOT
 COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
 ALL DISTANCES ARE GROUND.
 PROJECT SCALE FACTOR = 1.000049907
 ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

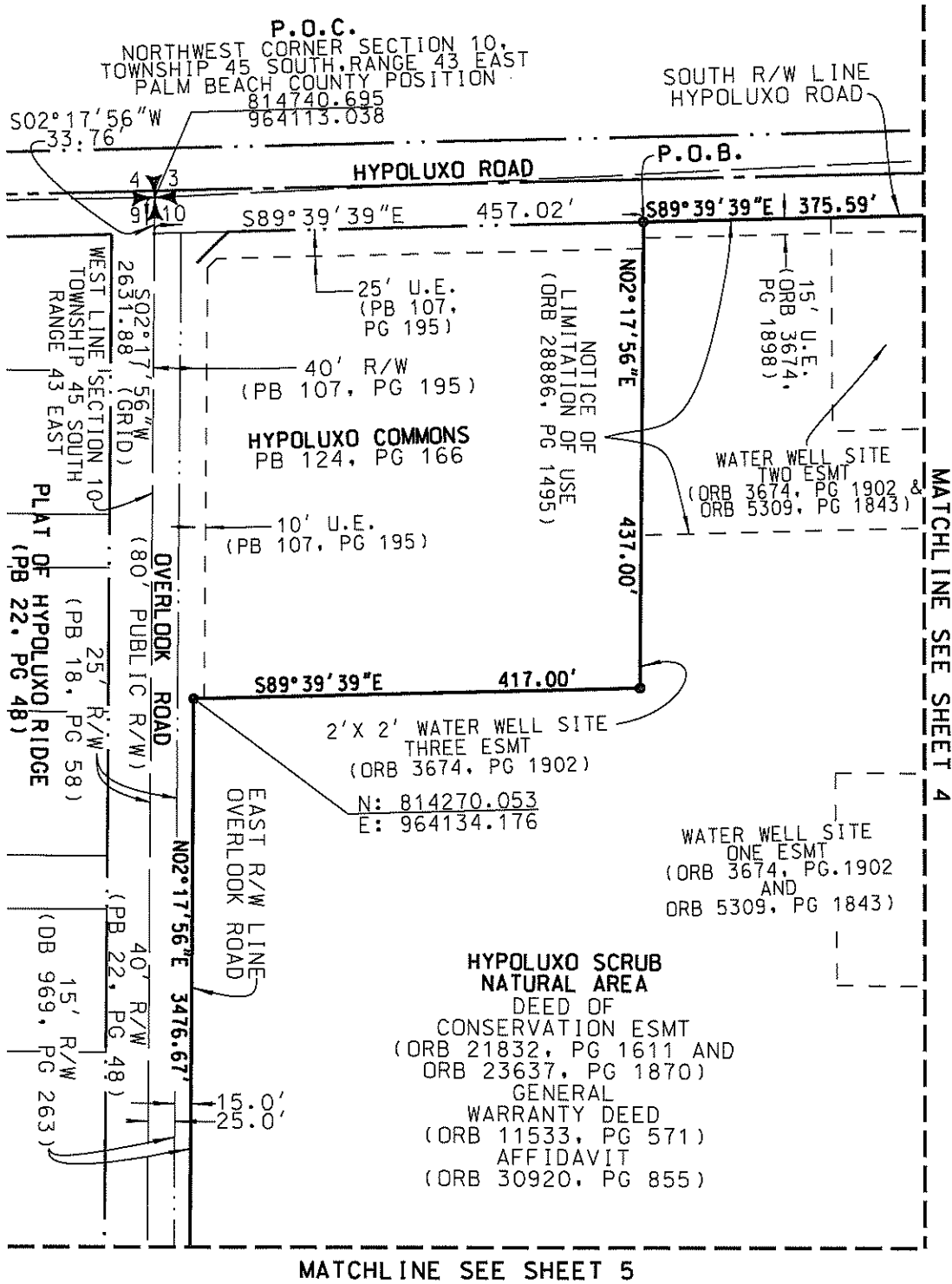
IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, ESMTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

THIS INSTRUMENT PREPARED BY CRAIG S. PUSEY, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER @ VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.



NOT TO SCALE

EXHIBIT "A"



SCALE: 1" = 150'

EXHIBIT "A"

SCALE: 1" = 150'

(80' PUBLIC R/W PER
PALM BEACH COUNTY
ENGINEERING DEPARTMENT
DRAWING NUMBER
S-3-76-348 SHEETS 6 & 7)

HYPOLUXO ROAD

S89°39'39"E
375.59'

15' U.E.
(ORB 3674,
PG 1898)

ORB 30377, PG 1597
PCN: 26-43-45-10-
00-000-3020
10' UTILITY TRANS
ESMT
(ORB 3674, PG 1902 &
ORB 5309, PG 1843)

S01°27'04"W 263.24'

WATER WELL SITE
TWO ESMT
(ORB 3674, PG.1902
AND
ORB 5309, PG 1843)

MATCHLINE SEE SHEET 3

SOUTH R/W LINE
HYPOLUXO ROAD

15' OUTFALL ESMT
(ORB 5736, PG 155)

ORB 10788, PG 431
PCN: 26-43-45-10-00-000-3040

WEST R/W LINE
FLORIDA EAST COAST RAILWAY CO.

FLORIDA EAST COAST RAILWAY CO.
(D.B. J., PG 71, DADE COUNTY RECORDS)
(RIGHT OF WAY AND TRACK MAP
FLORIDA EAST COAST RAILWAY CO.
FLAGLER SYSTEM
STATION 16259+57.1 TO STATION 16364+93.1
SHEET V.3 S.18a)

50'

50'

N89°39'39"W
1.00'

ORB 12076, PG 444
PCN: 26-43-45-
10-00-000-3031

S01°27'04"W 311.74'

S89°39'39"E
1.00'

ORB 23296,
PG 1674
PCN: 26-43-
45-10-00-
000-3030

S01°27'04"W
152.73'

20' DRAINAGE ESMT
(ORB 5762, PG1752 &
ORB 5787, PG 1856)

S87°42'03"E

WATER WELL SITE
ONE ESMT
(ORB 3674, PG.1902
AND
ORB 5309, PG 1843)

419.28'

20.00'

HYPOLUXO SCRUB NATURAL AREA
DEED OF
CONSERVATION ESMT
(ORB 21832, PG 1611 AND
ORB 23637, PG 1870)
GENERAL DEED
WARRANTY
(ORB 11533, PG 571)

S01°49'53"W
2746.64'

MATCHLINE SEE SHEET 6

EXHIBIT "A"

SCALE: 1" = 150'

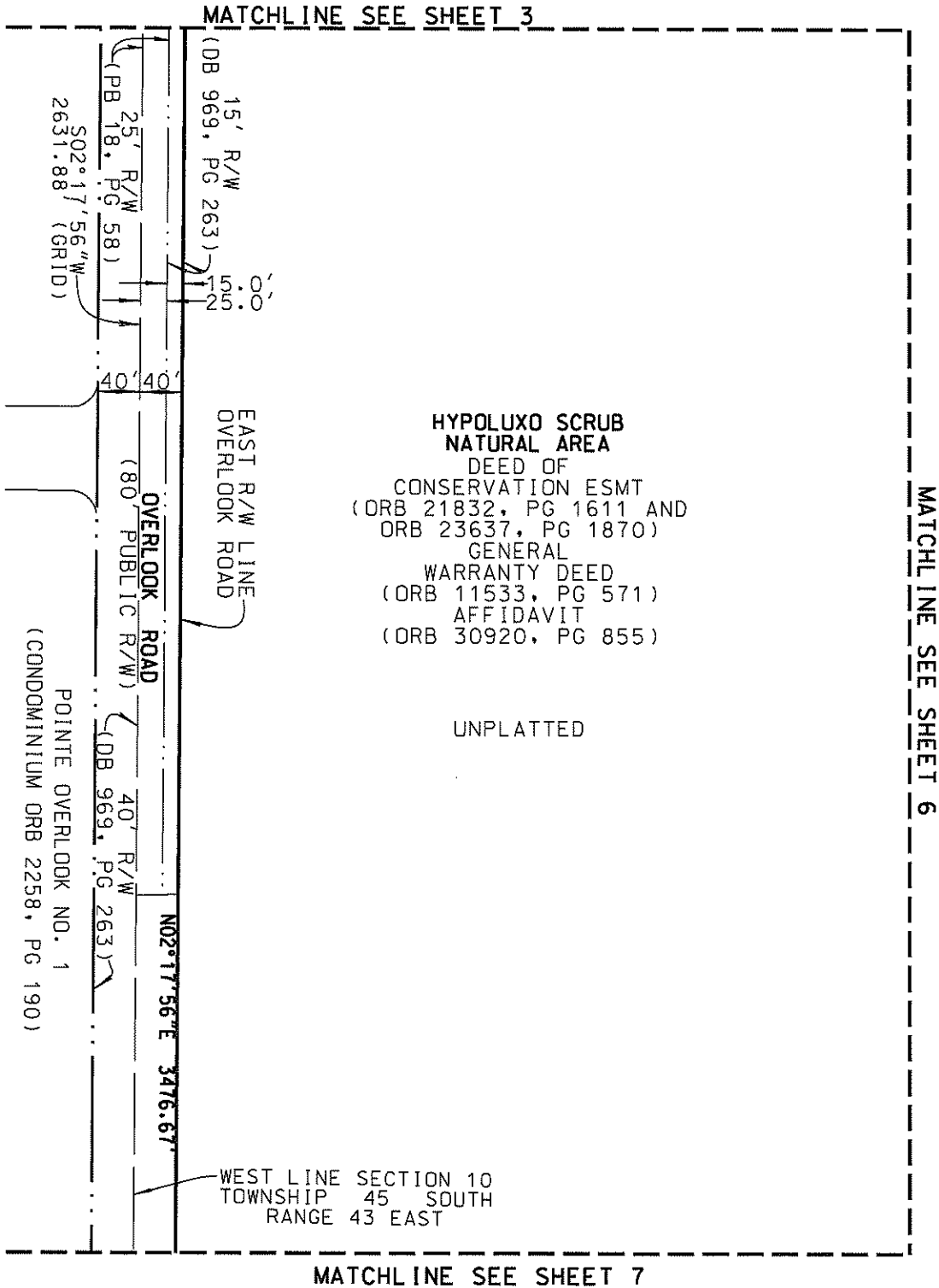


EXHIBIT "A"

SCALE: 1" = 150'

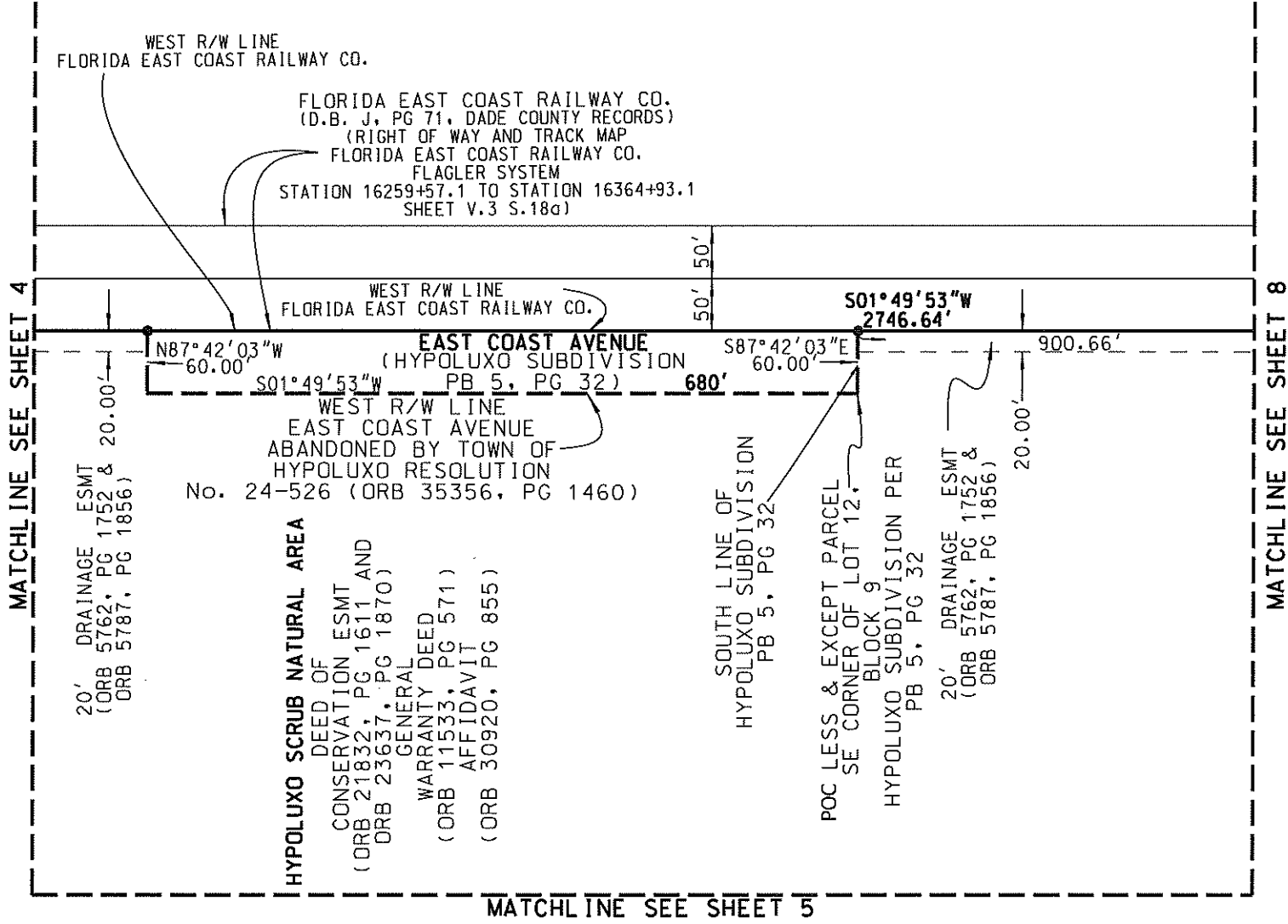
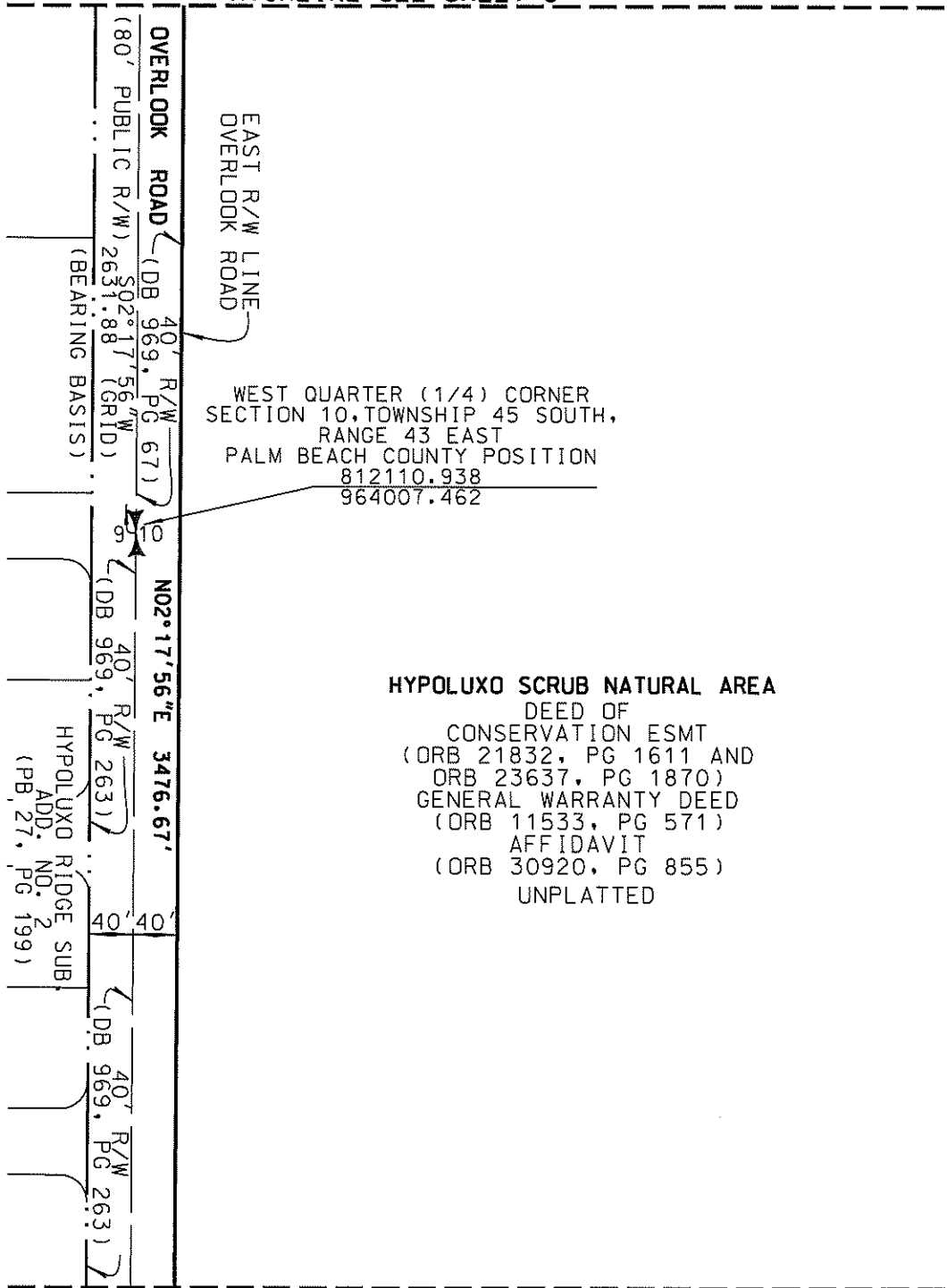


EXHIBIT "A"

MATCHLINE SEE SHEET 5



MATCHLINE SEE SHEET 8

MATCHLINE SEE SHEET 9

HYPOLUXO SCRUB NATURAL AREA
 DEED OF
 CONSERVATION ESMT
 (ORB 21832, PG 1611 AND
 ORB 23637, PG 1870)
 GENERAL WARRANTY DEED
 (ORB 11533, PG 571)
 AFFIDAVIT
 (ORB 30920, PG 855)
 UNPLATTED

EXHIBIT "A"

MATCHLINE SEE SHEET 6

20' DRAINAGE ESMT
(ORB 5762, PG 1752 &
ORB 5787, PG 1856)

20.00'

HYPOLUXO SCRUB NATURAL AREA

GENERAL WARRANTY DEED
(ORB 11533, PG 571)
AFFIDAVIT
(ORB 30920, PG 855)

UNPLATTED

DRAINAGE ESMT
(ORB 5762, PG 1752 &
ORB 5787, PG 1856)

N87°42'03"W
100.00'

POB LESS &
EXCEPT PARCEL

N87°42'03"W
200.00'

100'

65.00'

N01°49'53"E 360.00'

LESS & EXCEPT
RETENTION POND PARCEL
(ORB 5762, PG 1752 &
ORB 5787, PG 1793)
NOT A PART OF THIS
PROJECT

S87°42'03"E
200.00'

S01°49'53"W 360.00'

MATCHLINE SEE SHEET 7

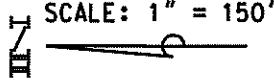
FLORIDA EAST COAST RAILWAY CO.
(D.B. J. PG 71, DADE COUNTY RECORDS)
(RIGHT OF WAY AND TRACK MAP
FLORIDA EAST COAST RAILWAY CO.
FLAGLER SYSTEM
STATION 16259+57.1 TO STATION 16364+93.1
SHEET V.3 S.18a)

WEST R/W LINE
FLORIDA EAST COAST RAILWAY CO.

50' 50'

900.66'

S01°49'53"W 2746.64' /



MATCHLINE SEE SHEET 10

EXHIBIT "A"

SCALE: 1" = 150'

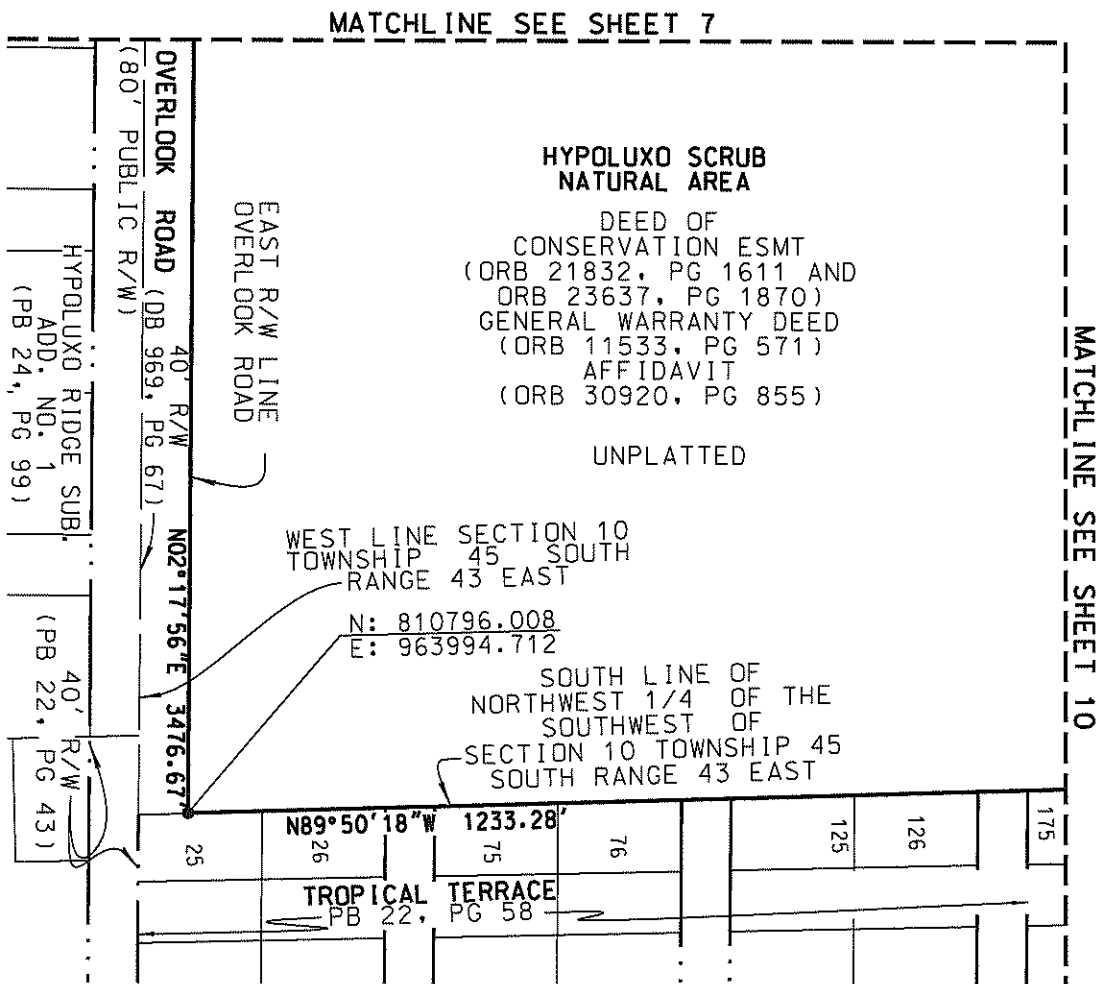


EXHIBIT "A"

SCALE: 1" = 150'

