Agenda	ltem#

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	September 10, 2024	[] Consent [] Workshop	[X] Regular [] Public Hearing
Department:	Planning, Zoning & Building		
Submitted By:	Planning Division		
Submitted For:	Planning Division		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: Approve an Interlocal Agreement (ILA) between Palm Beach County ("County") and the Town of Haverhill ("Town") setting forth certain conditions which will resolve the County's potential challenge to the voluntary annexation of properties totaling 12.55 acres located on the north side of Wallis Road west of Haverhill Road.

Summary: The County received a filing for annexation from the Town in February of 2024. The Town seeks to voluntarily annex approximately 12.55 acres (5 parcels) of land known as the Wallis Road Property that are proposed to be redeveloped into a single development. A summary of the annexation request is provided below:

Annexation Name	Wallis Rd. Property	
Annexation Type	Voluntary	
Acres	12.553	
Applicant	Meritage Homes	
Location	Approximately 0.22 miles north of Southern Blvd.; 0.91 miles west of S. Military Trail; 2.30 miles east of the Florida Turnpike	
Parcel Control Numbers	00-42-43-35-02-005-0030 00-42-43-35-02-005-0010 00-42-43-35-02-005-0020 00-42-43-35-02-006-0070	
Existing Use	00-42-43-35-02-006-0010 Residential & Vacant	
Proposed Use	Townhomes	
County Future Land Use	LR-2, Low Density Residential, 2 units/acre	
County Zoning	RM, Multifamily Residential	
Town Future Land Use (proposed*)	High Density Residential; 8 units/acre	
Town Zoning (proposed*)	R-3 Medium Density Residential	

(CONTINUED ON PAGE 3)

Background and Policy Issue: Florida Statutes allows the owner of real property in an unincorporated area to petition a municipality to be annexed if the real property is contiguous to the municipality and reasonably compact. It is the County Staff's position that the proposed annexation area is not contiguous to the municipality as defined by Section 171.031(3), Florida Statutes, because the annexation area is separated from the Town by a canal which will prevent the annexation area and the Town from becoming a unified whole with respect to municipal services and prevent the inhabitants of the annexation area from fully associating with inhabitants of the Town socially and economically.

Attachment(s):

- 1. Area Maps of proposed annexation areas
- 2. Proposed Interlocal Agreement as Exhibit 2.

Recommended By:_	Whitney Carro Whitney Carro Washington, Displayers, Olivinia Oli	- Users. CH-VANIDERy Carrist, Er
	Department Director	Date /
Approved by:	tal	9/4/24
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	0	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income(County)	0	0	0	0	0
In-Kind Match(County	0	0	0	0	0
NET FISCAL IMPACT	0	0	0	0	0
#ADDITIONAL FTE	0	0	0	0	0
POSITIONS (CUMULATIVE	0	0	0	0	0
		-			

MB, CU-Users, Chi- and receipt of Closing			
III. REVIEW COMMENTS:			
124			

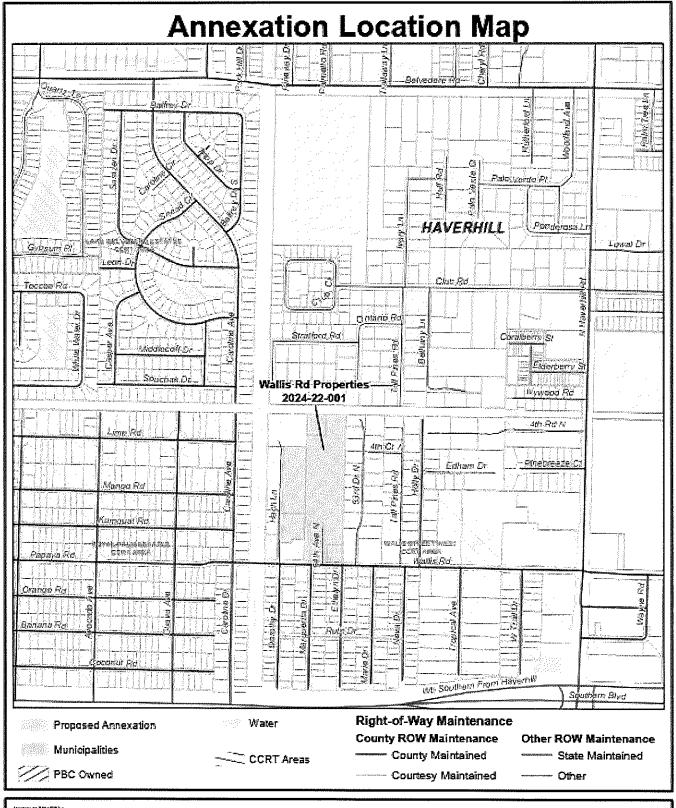
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Department Director

SUMMARY CONTINUED FROM PAGE 1

After review, County staff identified inconsistencies with Chapter 171, Florida Statutes. Specifically, the County Staff's position is that the subject property (shown in Exhibit 1) is not contiguous to the Town. The County sent a letter of objection on March 15, 2024, and County Staff objected at the Town's first reading of the annexation ordinance on March 28, 2024. Thereafter, the Town continued the first hearing to April 25, 2024. On April 2, 2024, the Palm Beach County Board of County Commissioners ("BCC") gave direction to staff to work with Commissioner Weiss and the Town to resolve the objection to the annexation and to bring the item back for consideration. On April 25, 2024, the Town, at the continued hearing, approved the first reading of the annexation ordinance. Following this hearing, the Town and the County, with input from the Applicant, created the subject ILA setting forth the conditions under which the County would not object to the proposed annexation. The Town adopted the ILA at its August 22, 2024 Town Council meeting. The ILA, which is attached as Exhibit 2 hereto, ensures that ten (10) out of the one hundred (100) proposed townhomes will be provided as for-sale workforce housing units as detailed in the ILA. Although the ILA does not eliminate the contiguity issue, it sets forth the conditions under which the County will agree not to challenge the proposed annexation, thereby foregoing the time and cost of a formal challenge to the annexation. **Unincorporated** (DWL)

Exhibit 1 Town of Haverhill Proposed Annexation



Updated: 3/14/0024 Consider historie Deletion. Filesiamie: https://popingesis/fy/25/4 horse: brig is not official, for informational purposes, very Souther ROW Materiaming Onto PMC Engineering Dept. 1845 (SESPECE) SING SING ONTO ACTION TRANSCLANS.

Miles O 0.055 0.11 0.165



Planning, Zoning & Building 2008, Lapid Political PLANNING



INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HAVERHILL AND PALM BEACH COUNTY

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement," is made on this day of <u>Septembel</u>, 2024 between the TOWN OF HAVERHILL, a municipal corporation located in Palm Beach County, Florida, hereinafter referred to as "Town," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," each entity constituting a "public agency" as defined in Part 1, Chapter 163, Florida Statutes (2024) (the "Act").

WHEREAS, Section 163.01, Florida Statutes (2024), known as the "Florida Interlocal Cooperation Act of 1969," as amended, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and to thereby provide services and facilities which will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the "Florida Interlocal Cooperation Act of 1969" permits public agencies as defined herein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Town received applications for Voluntary Annexation, Future Land Use Amendment, and Rezoning (collectively, "Applications") by Meritage Homes of Florida, Inc., a Florida corporation ("Petitioner"), as agent for and on behalf of the owners of five (5) unincorporated parcels totaling approximately 12.553 acres of property as more particularly described in Exhibit "A" (collectively, the "Property") attached hereto and made a part hereof; and

WHEREAS, the Petitioner desires that the Property be annexed into the Town pursuant to the provisions for voluntary annexation, as set forth in Section 171.044, Florida Statutes (2024); and

WHEREAS, the Town staff has preliminarily determined the Petitioner's Voluntary Annexation Application bared the signatures of all owners of the Property, that the Property is reasonably compact and contiguous to the corporate areas of the Town, that annexation would not result in the creation of any enclaves, meets the requirements of Section 171.044, Florida Statutes (2024), and was otherwise in accordance with State and local laws; and

WHEREAS, the Town provided preliminary notification to the County as required by County Ordinance Number 2007-018 and section 7.1 of the County Charter and County objected to the annexation of the Property based on the County's position that the Property is not contiguous with the Town's boundaries; and

WHEREAS, the County and the Town have determined it is appropriate to cooperate and resolve their differences to avoid the time and costs associated with challenging the annexation and to promote housing affordability and the efficient provision of governmental services for the Town; and

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Page 1 of 8

Section 1. Purpose

The purpose of the Agreement is to provide terms and conditions for the County to withdraw its objection to annexation by the Town of the Property, subject to the review and approval of the Town Council. The survey depicting the Property affected by this Agreement is attached as Exhibit "B," and a location map depicting the area of the Property to be annexed is attached as Exhibit "C," both of which are incorporated herein by reference.

Section 2. County's Withdrawal of Objection

The County will withdraw its objection to and agrees not to challenge the Town's annexation of the Property identified in Exhibit "A" so long as the Town Council approves the Petitioner's Applications, including the proposed development order approving the Rezoning and the Ordinance adopting the Future Land Use for the Property, with the following conditions in both the development order approving the Rezoning and the Ordinance adopting the Future Land Use:

 Ten (10) dwelling units shall be restricted and set aside for for-sale workforce housing in the following categories:

Low:

two (2) units; and,

Moderate 1:

three (3) units; and,

Moderate 2:

five (5) units;

- The eligible income categories and pricing for Low, Moderate 1, and Moderate 2 are as set forth in Article 5.G.1 of the County's Unified Land Development Code, as amended;
- The affordability period shall be 15 years, recurring if the unit is sold within the 15 year period;
- The workforce housing units shall be monitored annually by the Town during the affordability period to ensure owner occupancy;
- Prior to any resale of a workforce housing unit during the affordability period, the purchaser shall be verified as being an eligible purchaser with such verification to be processed by the County at the Town's request; and
- Petitioners shall record a Restrictive Covenant on the applicable workforce housing units
 consistent with the above provisions prior to the Town issuing the first residential building
 permit on the Property.

Section 3. Annexation

If the Applications are approved by the Town Council with the proposed conditions set forth in Section 2 above, the County's objection will be deemed withdrawn and the Property described in Exhibit "A" may be annexed into and included in the corporate boundaries of the Town subject to the terms of this Agreement, and the provisions of Chapter 171, Part I, Florida Statutes (2024) without objection of the County.

Section 4. Duration, Effective Date, and Termination

This Agreement shall take effect upon execution by both parties and continue thereafter until terminated or replaced with another agreement. This Agreement shall automatically terminate upon the recording of a Restrictive Covenant on the Property consistent with Section 2, above, withdrawal of the Applications by the Petitioner, or disapproval of the Applications by the Town Council. Notwithstanding the foregoing, this Agreement will not be deemed to have terminated in the event

that the Town amends the approval of the Applications to delete or revise the site plan conditions in such a way that is inconsistent with the requirements of Section 2, above.

Section 5. Filing

Upon execution by both parties, a certified copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for the County.

Section 6. Notification

The Town and County hereby acknowledge they have each provided appropriate notice to the public as required by the Charter, Code, and Ordinances of each agency to consider the adoption of this Agreement.

Section 7. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 8. Severability

In the event 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.

Section 9. Entire Agreement & Counterparts

This Agreement represents the entire understanding between the parties, concerning the subject, and supersedes all other negotiations, representation, or agreements, either written or oral, relating to this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Town and the County have executed this Agreement or caused the same to be executed by their duly authorized representatives as of the date and year first written above.

Remainder of Page Intentionally Left Blank

	TOWN OF HAVERHILL
ATTEST:	Jay G. Foy, Mayor
Tracey L. Stevens, Town Administrator	
(Seal)	Approved as to Form and Legal Sufficiency John Fenn Foster, Town Attorney
ATTEST:	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
Joseph Abruzzo Clerk & Comptroller	
By: Deputy Clerk	By:Maria Sachs, Mayor
(SEAL)	
APPROVED AS TO FORM AND LEGAL SUFFIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: Darren Leiser Assistant County Attorney	By: Whitney Carroll, Executive Director Planning, Zoning & Building

Page 4 of 8

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

THAT PORTION OF TRACT 5, BOULEVARD ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER THEREOF THENCE EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 190.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH AND PARALLEL TO THE EAST LINE THEREOF, A DISTANCE OF 150.00 FEET TO A POINT; THENCE EAST AND PARALLEL WITH THE SOUTH LINE THEREOF A DISTANCE OF 130.00 FEET TO THE EAST LINE THEREOF; THENCE SOUTH ALONG THE EAST LINE THEREOF A DISTANCE OF 150.00 FEET TO THE SOUTH LINE THEREOF; THENCE WEST ALONG THE SOUTH LINE THEREOF 130.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THE EAST 190 FEET OF THE SOUTH 552.11 FEET OF THE NORTH 824.36 FEET OF TRACT 6, BOULEVARD ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. TOGETHER WITH

A PARCEL OF LAND IN TRACT 6, BOULEVARD ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK <u>21, PAGE 44</u>, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 6, BOULEVARD ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGE 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS THE NORTH 824.36 FEET, LESS THE WEST 100 FEET AND LESS THE SOUTH 20 FEET ALSO LESS A PARCEL OF LAND IN TRACT 6, BOULEVARD ESTATES, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, RECORDED IN PLAT BOOK 21, PAGE 44, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 170 FEET OF THE SOUTH 190 FEET OF THE EAST 210 FEET, LESS THE WEST 110 FEET OF THE NORTH 35 FEET THEREOF, SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH

PARCEL 1:

TRACT 5, BOULEVARD ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 145 FEET OF THE SOUTH 150 FEET OF THE EAST 130 FEET; LESS AND EXCEPT THE NORTH 174.25 FEET OF THE WEST HALF OF SAID TRACT 5; AND ALSO LESS AND EXCEPT THE SOUTH 5 FEET FOR ROAD RIGHT-OF-WAY CONVEYED TO PALM BEACH COUNTY BY RIGHT-OF-WAY DEED RECORDED IN O.R.BOOK 891, PAGE 596.

PARCEL 2:

THE NORTH 174.25 FEET OF THE WEST HALF OF TRACT 5, BOULEVARD ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALSO KNOWN AS:

THAT PORTION OF TRACT 5 AND 6, BOULEVARD ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTH QUARTER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA; THENCE N 01° 29' 11" E, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1386.71 FEET; THENCE, S 89° 03' 21" E, ALONG A LINE 20 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF TRACT 6 OF SAID PLAT, A DISTANCE OF 165.02 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID PARALLEL LINE, N 01° 29' 11" E, ALONG A LINE 100.01 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID TRACT 6, A DISTANCE OF 379.86 FEET; THENCE DEPARTING SAID PARALLEL LINE, S 89° 03' 21" E, A DISTANCE OF 30.02 FEET TO A POINT OF INTERSECTION WITH A LINE 130.02 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF TRACT 6; THENCE N 01° 29' 11" E, ALONG SAID PARALELL LINE A DISTANCE OF 552.13 FEET; THENCE S 89° 03' 21" E, A DISTANCE OF 190.01 FEET TO A POINT OF INTERSECTION WITH EAST LINE OF SAID TRACT 6 AND WEST LINE OF TRACT 5; THENCE N 01° 29' 11" E, ALONG SAID WEST LINE OF TRACT 5, A DISTANCE OF 272.26 FEET TO THE NORTHWEST CORNER OF SAID TRACT 5; THENCE S 89° 03' 21" E, ALONG THE NORTH LINE OF SAID TRACT 5, A DISTANCE OF 320.04 FEET TO THE NORTHEAST CORNER OF TRACT 5. THENCE DEPARTING SAID NORTHEAST CORNER OF TRACT 5, S 01° 29' 11" W, ALONG THE EAST LINE OF SAID TRACT 5, A DISTANCE OF 1219.25 FEET TO A POINT 5.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT 5; THENCE N 89° 03' 21" W, ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 5 A DISTANCE OF 320.04 FEET; THENCE N 01° 29' 11" E, A DISTANCE OF 185.01 TO A POINT ON A LINE 190.00 FEET NORTH OF A PARALLEL TO THE SOUTH LINE OF TRACT5; THENCE ALONG SAID PARALLEL LINE, N 89° 03' 21" W, A DISTANCE OF 100.01 FEET; THENCE S01°29'11" W, A DISTANCE OF 35.00 FEET TO A POINT ON A LINE 155.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 5: THENCE ALONG SAID PARALLEL LINE, N 89°03'21" W, A DISTANCE OF 110.02 FEET. THENCE, S 01°29' 11" W, A DISTANCE OF 135.01 FEET TO A POINT ON A LINE 20.00 FEET NORTH OF AND PARARLLEL TO THE SOUTH LINE OF SAID TRACT 5: THENCE N 89° 03' 21" W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

ALL ABOVE CONTAINING 546,817 SQUARE FEET/12.5532 ACRES, MORE OR LESS.

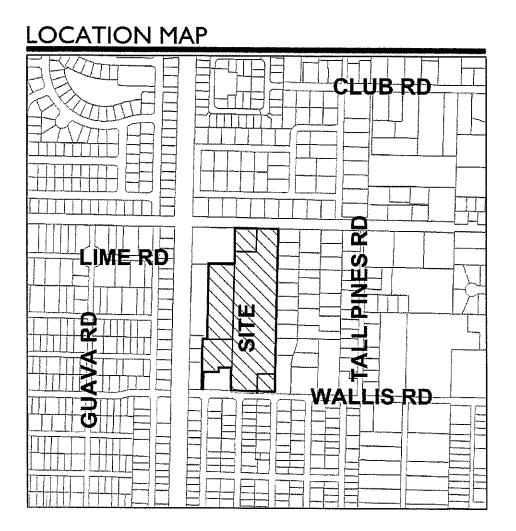
EXHIBIT B

SURVEY OF THE PROPERTY SEE ATTACHED

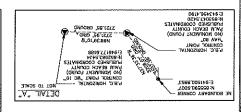
EXHIBIT C

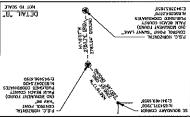
LOCATION OF THE PROPERTY

<u>Description of area to be Annexed</u>: The area to be annexed is located in unincorporated Palm Beach County approximately 0.22 miles North of Southern Boulevard, 0.91 nukes West of Military Trail, and 2.30 miles East of the Florida Turnpike, as depicted on the survey and shown by the location map below.



TOPOGRAPHY & IMPROVEMENTS SEE PAGE 4-5





- DETELED IN 112 EMINELY.

 7 EUR MEGENYUDAYI ENBEGGES DALA' CONNIUNENI EXCEPTION 17 12 HEREBY
 - NOTE: 1982 SOBTRECT PROPERTY DOES NOT APPEAR TO MANE ACCESS.

- ALL MATTERS CONTAINED ON THE PLAT OF BOAREWARD ESTATES, AS RECORDED IN PLAT BOOK X1.PAGE_A4 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SPORTS OF THE LESSEES UNDER UNRECORDED LEASES.
- POWNE OR VINKE COMILLY OR IMPROPATILY.

 ZALEIRE ZERWING LHE TWID DESCURED INEUTRY WHO WILL TEEP LOS MYZILL LEEP
 CHAVIOZE OR SERVICE BE AN HAULE SALEIRE ZERWE BARJENE OR USE
 CH. WAL CILL TOURN MYTHOE OR DOUS WITHOULD LEEP
 CH. TOUR DOUBLE DE COMILL ORGANING OR WAT CERS HOUSE
 CH. TEER HOUSE DE COMILL ORGANING OR WAT CERS HOUSE
 CH. TEER H

EIRZI PARESICVA LILTE BARBARCE CORNATIVENT NUMBER: ATRITIE DAVIDER LI TRIODAM STATIC PARESE WALLIE PARCEL SEGISIA PARESE PARESE ATRIODAM STATICA PARESE PARESE PARESE CORNEANA DA STATICA PARESICA PARESE PARESE PARESE PARESE PARESE PARESICA PARESICANA LILTE BARBARCE CORNEANA DA STATICA PARESICANA PARESICAN

ZORIN THE IDENTICE STOR LETS. ID JES COMIL OR SECREMON DE SERVICE OR, FORDO SEET IO JES COMIN THE SERVECE HARDEC REST STORON DIE EEE ID DIE EVEL THE HARDEC'S EXPLAY WORSE DIE EVEL THE IDENTIC VERY PRINCE TEXT AND OWNSTER JAN LIE COMIN THE HERICES V STORONG OR, DEVON THE PRINCE VERY AND OWNSTER AND AND OWNSTER SERVES VERY SERVE OR, DEVON THE PRINCE VERY DESTRUCE OR HERVO HER IS OUR HER ESTORONG PHEORY FOR THE DEPONDMENTOR VERY EST COMPRISE OR HERVE VERY DESTRUCE PROBLEMENT OF THE PRINCE VERY THORNE WE COMING THE COMPLIANCE OF THE PRINCE VERY THORNE WE COMPRESS THE PRINCE VERY THORNE WE COMPOSE THE PRINCE VERY THORNE WE COMPRESS THE PRINCE VERY THE PRINCE VERY THORNE WE COMPRESS THE PRINCE VERY THORNE WE COMPRESS THE PRINCE VERY THORNE WE COMPRESS THE PRINCE VERY THORNE WE COMPRESS THE PRINCE VERY THORNE VERY THORNE VERY THORNE VERY THE PRINCE VERY THORNE VERY THORNE VERY THORNE VERY THORNE VERY THE PRINCE VERY THE

TAS SECONDED IN 16-TA BOOK 31 PAGE 84, PARTIC SUCCOMMAN, PART SECONDED IN 16-TA BOOK 31, PAGE 84, PARTIC SUCCOMMAN, PAGE 85-CONDIA, PAGE 84, PAGE 86-CONDIA, PAGE 84, PAGE 86-CONDIA, PAGE 86-

IND 82 (80/88 VEYAZINAM) LIGADO KEZI ZGAEC
GROWNO ZEZ SERGION HAS GROWN DE DATO
GROWNO ZEZ SERGION HAS GROWN DE DATO
MATERIAL DE DATO
MATERIAL DE DATO
CONTROLLE DE DATO
CONTROLLE DATO
CONTROLLE
CONTROL

IN BYY BOOK SY' BYEE W' SHBITC SECONDS OF PALL BEACH COUNTY, FLORIDA.

ALL MATTERS CONTAINED ON THE PLAT OF BOLLEVARD ESTATES, AS RECONDED.

COMMITMENT NUMBER: 35, AT 11: BOAM COMMITMENT NUMBER: 35, AT 11: BOAM COMMITMENT NUMBER: 1561001 ISSUING OFFICE FILE NUMBER: WALLS PARCELS

FIRST AMERICAN TITE WASRANCE COMPANY
ISSUING OFFICE FILE WUMBER, TABIOSO
COMMITMENT HUMBER, TABIOSO
SCHEDING SALL TOORDAY
CHEMIN E R-B EXCEPTIONS
SCHEDING
SCHED
SCHEDING
SCHED
SCHEDING
SCHED
SCHEDING
SCHED
SCHEDING
SCHE

SCHEDNIE B-II EXCESSIONS

DATE OF PLAT OR MAP: FEBRUARY 27, 2023 THE FIELD WORK WAS COMPLETED ON FEBRUARY 27, 2023

MODPRED BY ALTA AND MSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7, 11 (OBSERVED

THE SERVINGE OF 125-01 EEE 10 Y DOINT ON THE SOOD EEE HOUSEN C FOOLS. IT, M'Y DOSTANGE C FOOLS EEE HOUSEN C FOOLS OF CONS. IT, M'Y DISTANCE OF 125-01 EEE HOUSEN C FOOLS. IT, M'Y DISTANCE OF 125-01 EEE HOUSEN C FOOLS. IT, M'Y DISTANCE OF 125-01 EEE HOUSEN C FOOLS. IT WISTANCE FOOLS EEE HOUSEN C FOOLS. IT WISTANCE FOOLS EEE HOUSEN C FOOLS. DERICE 18 80. DX. 3), A. WIGNE V HER. 200 ELLE MIRBH CE WIG DEVENTED. DZ. DZ. COURSE OF LETO YOUR CELL FORM DEVEL IF A PRINCE OF LEVEL THE CE. EVEL REMICE 8 69. 32. L. F. VIGIG HAT HORD HIT CO 8700 LIPECT 8 V DESIGNED 60. TO STORY AND A S MAWHITE FIRE 2 98.00, 30, 57 (* V DESIMORE OE 2.005 EEEL 10 V BOALD OF MAWHITE FIRE 2 0.005 EEEL STATE OF MAWNER OE 2.005 EEEL STATE OE STATE OF MAWNER OE 2.005 EEEL STATE OE STATE OE 2.005 EEEL STATE OE 2.

DESCRIBLION

DESCRIPTION ACRE, TAKE JAKE PUBLIC RECORDS OF PARM BEACH COURTE, FLOWING. CRANT OF EASEMENT FOR INCRESS AND EGRESS RECORDED IN O.R. BOOK

RECALION 32' AOMNEHIS 43 ROALH' BYNCE 43 EVRA

COUNTY, FLORIDA.

PARTICULARLY DESCRIBED AS FOLLOWS:

ALCOGNED IN PLAT BOOK 21 PAGE 44 PUBLIC RECORDS OF PALK BEACH
CONNIX FLORBA

AND LOSS HATE RECORDED VE GATORIE.

WHO LOSS HATE RECORDED WE GATORIES.

WHO LOSS HATE RECORDED WE SET HOUSE TO SHOW COMMENT.

WHO LOSS HATE RECURS HE WAS A REAL HOUSE TO SHOW COMMENT.

WHO LOSS HATE RECURS HE WAS A REAL HOUSE TO SHOW FREE WAS AND THE WAS A REAL HOUSE TO SHOW FREE WAS AND THE WAS AND THE

SEYCH CORNILL' STORMY BEING MOKE EVALUCITANTS, OEZCHBEG VA LOTTONES. NEWECKE VE RECOMED IN A IVIL BOOK ST TAVE 44" BARINE RECOMES OL EVIN V EVACET OL TWO OF MAYOL F BOOKENAME FAVE VECCHBEG VA LOTTONES.

ZEI KORIH IN IM ZE'OZ'OR WIO SZ'OZ'OZ' WHAORI ORMERI ZRIKEZ HALBRYUNON KOEDLENGE IO JIE CONSWIA PED JULIE ZINWONIO ORMERI ZRIKEZDO WADHERI OK JUNIO O'NI BE GETELED JULIE INNEEDVILETA LUECCEDINO EXCELUION IO JUNIO NOL NI TEO

AMERICA SHIP STATES OF BRUINES TO BE STORED BY AND STATES OF A STATE SHARE SHERVED BY A STATES OF A STATES OF A STATES OF A STATE SHOW SHOWS A STATES OF A STATES

RIGHTS OF THE PUBLIC OVER HACH LANE, PALM BEACH COUNTY, FLORIDA

- BICHLE OF THE LESSEES UNDER UNRECORDED LEASES.
- AWZIE LETE IN LYAGO OL WAL COTINIJA ON WINNICHPILIP. ON THE LOS OF O'R SZEMBOL DIE TWO DEZCHEGO: HERICH WINN THE LOS SZEMBOL CALL. DIOM TATTOC OS BOBL PHILIPOSILLY EOS MON'D WAL THE MONORIC DIE CALLAND, CONTACT DE LANGUAGE DE LOS DES DES DES TESTES WAS DESCRIBED ON THE PROBLEMENT FOR MON'D DESCRIBED AND THE PROBLEMENT FOR THE PROBLEM

ENDENCE ONTA)' 13' 18"

BEONMEDVEHIZ EOB VILV\NRES TVND JUTE RIMKELS 'QUMJE, ERIVBINGHED VND BYSED AKEEN VNNHWEN AVECONSOPHICE MUTH HE SOUR VNNHWEN AVENDAVED DELVUT HIR SI DO CREALEA JUHU JUE RAMAEL OM ANHUN LIE GRANEL OM ANHUN LIE ORDANEL OM ANHUN LIE DELVUT LIE RAMAEL OM ANHUN LIE RAMAEL OM ANHUN LIE RAMAEL OM ANHUN LIE RAMAEL OM ANHUN LIE RAMAEL ANHUN LIE RAM

MEL ABOVE CONTAINING SA6,817 SOURME FEET/12,55322 ACRES, MORE OR LESS.

HE SOUTH LINE OF SAID TRACT 5, THENCE IN 89" 03" 21" W, A DISTAIRCE OF 10.00 FEET TO

VERD KINDRIA YZE

DE KORIN 1942S FEET OF THE WEST HALF OF TRACES, BOULEVARD ESTATES, ACCORDING OF PALL BEOLD FACE 44, PUBLIC RECORDS

RICHI-OL-WAY RED RECORDE N O'RIBODY SB' LYCE 358.

TEGEL IN EXCESS IN RELEASE BY BOYL SBULLON-FAX CONCERD 10 LYTH SEVEN COUNTY, BA.

SECREL IN EXCESS IN RELEASE BY BOYL SBULLON-FAX CONCERD 10 LYTH SEVEN COUNTY, BA.

SECREL IN ENGLISH A SELECT ON THE SEVEN COUNTY, BY BOYL SB'

VEY BOYL ST LYCE 4"1. HERE ON SECOND ON THE VERY BOYL SBULLON BOYL ST LYCE AND SB'

LYCL BOYL SB'

LYCL BOY

IN IZE ENJIKELY.

LOW INCOMPUBLICATE PURPOSES ONLY, COMMITMENT EXCEPTION AS IS HEREBY DELETED.

[ултеоть - зножи невесм] (PARCEL 1)

- HIGHT-OR-MAY DEED IN EARDR OF PALM BEACH COUNTY, RECORDED IN O.R. BOCK
 - (2 ONV L STRONVA)
- FIVE BOOK SI' EVOE 44' ENBING BECORDS OF PELM BEACH COUNTY, FLORIDED BY ALL MATTERS CONTAINED ON THE PLAT OF BOULEYAND ESTATES, AS RECORDED BY SCHEDOLE B-II EXCEPTIONS

* OCD REPUBLIC NATIONAL BITE INSURANCE COMPANY

HACH LAME LLC, A FLORIDA LIMITED LIABILITY COMPANY

MENTING HOWER OF FEORIDA, INC., A FLORIDA CONFIDENCIAL

OTO BEDINGTO RYLLOWY IN TRESHMENT COMMINAL.

1/1/31/1001 67/32/002 for 7/4/3012 11/5/3013 11/5/3014 11/5/3014

1/1/31/0001 67/4/002 11/5/3013 11/5/3014 11/5/3014

1/1/301/0001 11/5/0002 11/5/3014

1/1/301/0001 11/5/0002 11/5/3014

1/1/301/0001 11/5/0002 11/5/3014

1/1/301/0001 11/5/0002 11/5/3014

1/1/301/0001 11/5/0002 11/5/3014

1/1/301/0001 11/5/0002 11/5/3014

1/1/301/0002 11/5/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 11/5/3014

1/1/301/0002 MENOCHBLE TRUST U/D/T REBRURSY 19, 2019.

19. DOLINGER LINE MYLIESE SOON ON YEE PLOTTED HEREOW.
ANALONAL SITE MATERIAL FOR SITE HOSDIANCE ISSUED BY OLD REPORT.
ASSOCIATION COMMITMENT FOR THE HOSDIANCE ISSUED BY OLD REPORT.
ASSOCIATION COMMITMENT FOR THE WASDIANCE ISSUED BY OLD REPORT.
ASSOCIATION COMMITMENT FOR THE HOSDIANCE ISSUED BY OLD REPORT.
ASSOCIATION OF THE MATERIAL FOR THE MAT

THE BIOLITISE LINE WALLES FROM RESEAR OF WHEREON TWO LINE COMMINGEN DATE.

IN FOLITISE LINE WALLES FROM RESEAR OF STREET CANDIDER LANGERS OF STREET OF STREE

NYJIONYT JIJTE INZRIEVICE COWNEYAL, COMMIJNENI MRNEEK: 1260835 SECOLEDON COMMUNENT LOB LITE INZRIEWAE IZACEB AL OTO BEADBRIC BYOLLYBITE JIJTE WYLIEKS ZHOWN HENEON BEK WKENEOVA FWAD JIJTE

21.E. AO OBSERVED EVIDENCE OF BUILDING CONSTRUCTION AND BUILDINGS ON THE

INSURANCE RATE MAP (FIRM), IDENTIFIED AS COMMUNITY PAVEL NUMBER ACCURDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NPP) FLOOD 12. SUBJECT PROPERTY FALLS WITHIN ZONE X" AND ZONE AE (EL 15.7)

12. ADJACENT LAKO OWNERS SHOWN HEREON WERE ORTANGO FROM THE PALM.

8EACH COUNTY PROPERTY APPRAISER'S WEB-SITE ON MARCH 1, 2023.

11. THE PROPERTY HAS DIRECT PHYSICAL ACCESS TO AND FROM WALLS ROAD

THEZ ON THE SITE.

NO OBSERVED ENDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY.

VERTICAL DATUM OF 1968 (NAVD88). ZICHINO EVELLE CE BOCHERILED MILHORI MELLEM CONZENT OE FASELLEZ RECHERENTE MILHORI MELLEM CONZENT OE STEVENOR OF DETECTIONS TO CHEMEA WAS BA CHEEK HAVE THE ZICHING

VESTMYCLED BY THE CIPICAL AND THE ALECT AND THE DESCRIPTION WAS THE DESCRIPTION THOUGH REFORM IN ACCORD WITH THE DESCRIPTION

COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE
SLAVEY COMMUNES STHOM, AS DEFERNINED BY THE PALM BEACH COUNTY
SLAVEY DEPARTMENT,

STANDARD WAS SEVE OF A FLORIDA HIGGISCED PROFESSIONAL SURVEYING AND THE ORIGINAL SEAL OF THE AUTHERITIONING THE PROFESSIONAL STANDARD AND THE ORIGINAL SHEREOF ARE NOT AND THE ORIGINAL STANDARD WITH STANDARD AND THE PROFESSION WITH STANDARD AND THE PROFESSION WITH STANDARD AND THE PROFESSION AND THE STANDARD AND

HINON

ONTHERM BEND

ZC-3 TVHVS

OYON TOPROTATION

86

15. ALL DISTANCES ARE OF RECORD UNLESS STATED OTHERWISE.

TO NO DESERVED EXIDENCE OF A CERETERY ON THE SPIE, 3' NO OBSERVED EVIDENCE OF ANY PARKING ON THE SITE,

UNDERGROUND FOUNDATIONS WERE NOT LOCATED.

ZAW-40-1B0M ODB04 A

DOTTMER OF STORY OF S

CERTIFICATE:

SCALE SHOWLD

2313 29 /83 SAM YR MMARG DATE 02/27/23

S173HS C 10

86101 # BOC

DANG P. LIGHLEY SURYETOR NO. 500 STATE OF FLORUSA STATE OF FLORUSA

THE

BEAC COUNTY, SURVEY





KEY MAP NORTH

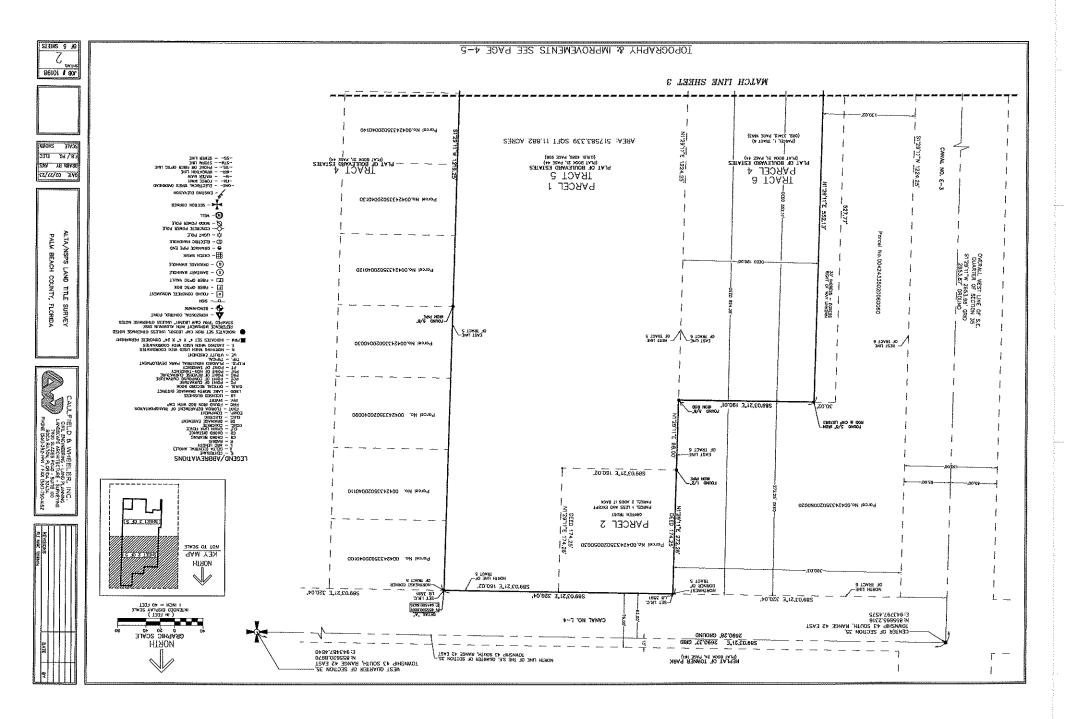
24EEL 3 GL 2 SHEEL S OF 3

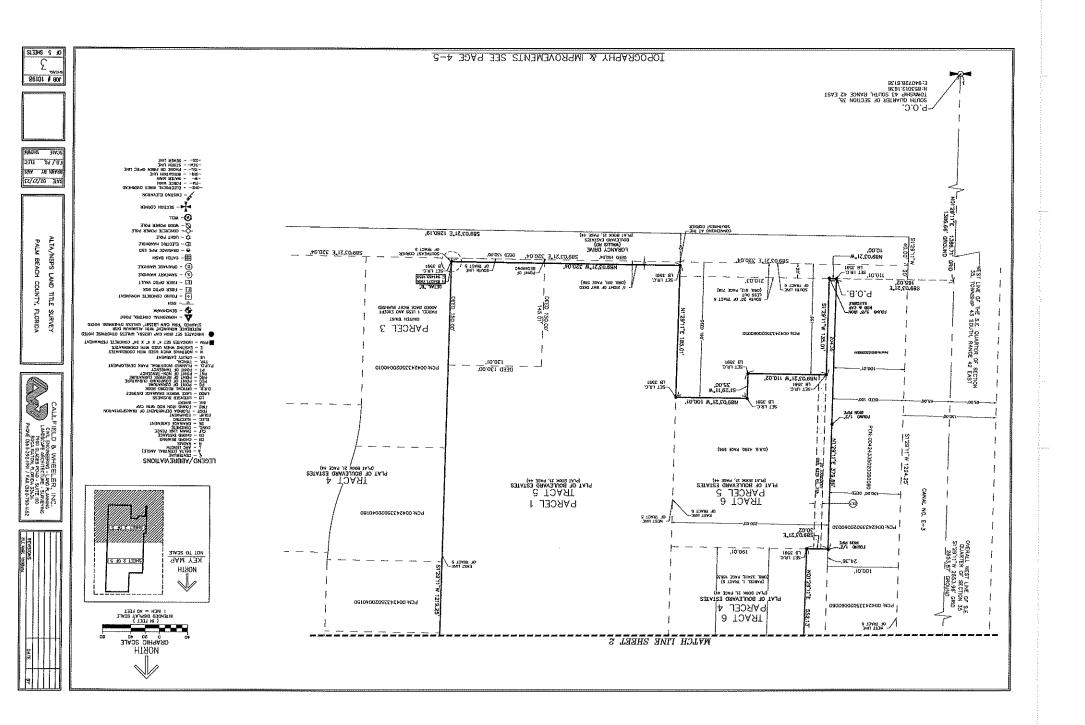
FRET AMERICAN TITLE INSURANCE COMPANY
SSUMM OFFICE FILE WINEREST MALDE THOODER
COMMITMENT WINNERS 24, THOODER
COMMITMENT WINNERS 21, THOODER
COMMITMENT WINNERS 21, THOODER
COMMITMENT WINNERS 21, THOODER
COMMITMENT WINNERS 21, THOODER
COMMITMENT TO THE CYCLE THOODER
COMMITMENT TO THE CYCLE THOODER
COMMITMENT TO THOODER
COMMITMENT

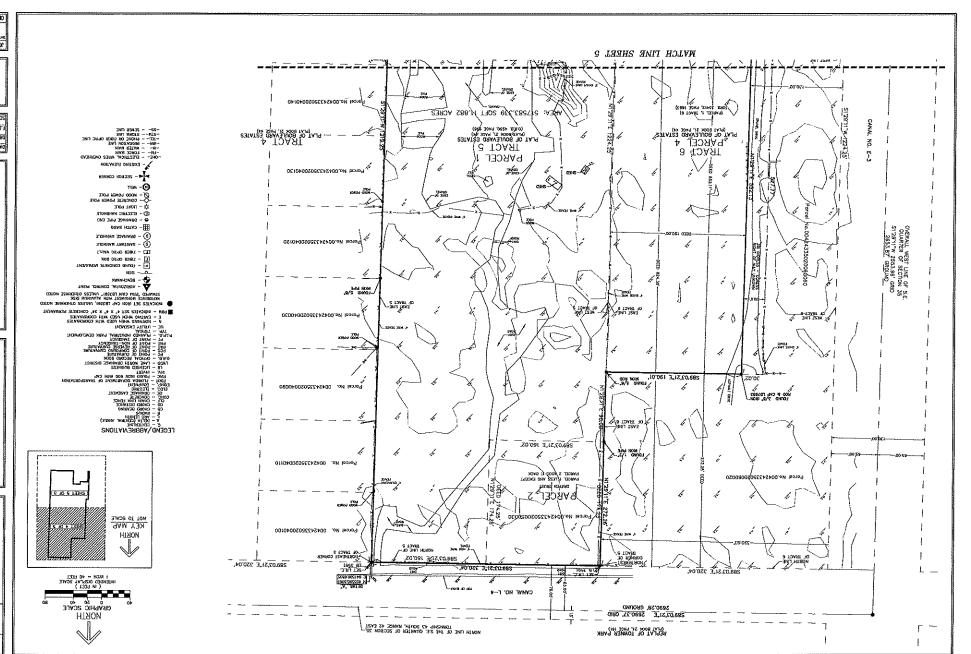
VILLA/NSPS LAND TITLE SURVEY

SURVEY DEPARTMENT,

MAPPER, UNA



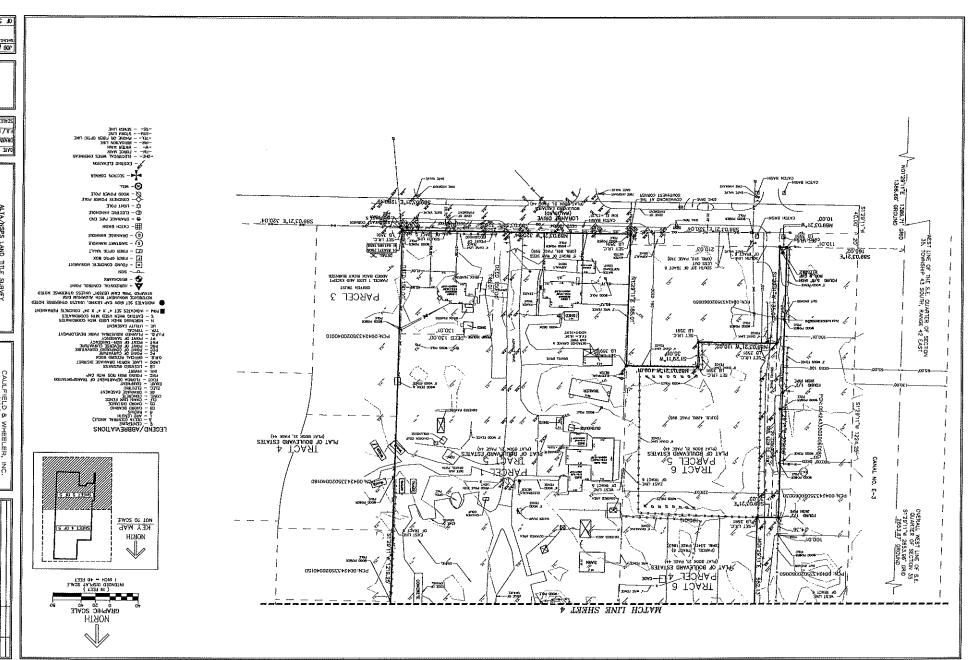




S13346 G 30 b 96101 90r

2713 24/83 ZWA Y8 MMARO CZ/2Z/ZO 34VG

PALM BEACH LAND COUNTY, TITLE.



04. 2 24EE12 Grane 008 1 10168

86101 7 907

0ATE 02/27/23 0ANN TE PASS 04/45 04/45 04/45 04/57/73

> ALTA/NSPS LAND PALM BEACH CO

AND THE SURVEY
COUNTY, FLORIDA

CAUL FIELD & WHEELER, INC.
ONLE REVIEWS AGAINST LAND R. AVAIL
LANDSCAFE AGAINST LIFE SAFE
BOCA CATON, R. 2000. A 3.07.
BOCA CATON, R. 2000. A 3.07.
FROME (50.)-392-1991 / FAV. (50.)-352.

10)/5 DATE 1