

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

Meeting Date: November 19, 2024 **Consent** **Regular**
 Ordinance **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

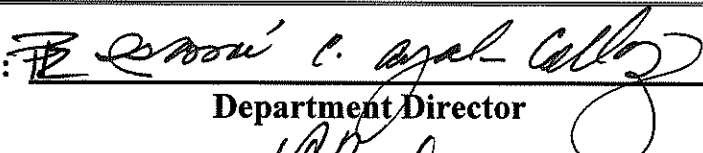
Motion and Title: Staff recommends motion to approve: an Access and Easement Agreement (Easement) by KLLB AIV, LLC (KLLB) in favor of the County for vehicle and pedestrian ingress and egress over portions of the Trotting Center Property PUD (PUD) to serve the County's civic site within the PUD.


Summary: The PUD is a large undeveloped residential project approved by the Board of County Commissioners (BCC) on February 27, 2023. The PUD is located on the west side of U.S. 441 south of Heritage Farms Road in unincorporated Palm Beach County and owned by KLLB. Per the Conditions of Approval of the PUD, KLLB is required to provide the County with a 2.11 acre civic site which will be located along U.S. 441 near the entrance of the PUD. KLLB is making certain roadway improvements to the north and south of the proposed civic site. The improvements will serve the PUD and the civic site by tying into the two access points to the civic site, north of the civic site on a private roadway (North Access) and south of the civic site from U.S. 441 (South Access). The proposed Easement will allow vehicular and pedestrian ingress and egress to the civic site over the North and South access areas. In addition, the County (at its sole cost and expense) shall have the right to install and maintain a private driveway to the civic site, including the right to install directional signage. The North Access is approximately 190 feet long by 120 to 130 feet wide, containing 18,296 square feet (0.42 acres) and the South Access is approximately 448 feet long by 20 feet wide, containing 6,659 square feet (0.15 acres), both are being granted to the County at no charge. There is no fiscal impact associated with the approval of this agenda item. **(Property & Real Estate Management) District 6 (HJF)**

Background and Justification: KLLB is expected to convey the required 2.11 acre civic site donation to Palm Beach County upon its compliance with all of the Conditions of Approval. The civic site is located along U.S. 441 near the entrance to the Trotting Center Property PUD. KLLB is constructing a private roadway over the North Access area which includes a median cut parallel to the northern access of the civic site and an emergency access road over the south access area to serve the PUD and provide access for the civic site. KLLB is responsible for maintaining the private roadway improvements at its sole cost and expense. The County has the right to construct and maintain a private driveway over the North Access area extending from the private roadway to the civic site and the right to install directional signage within the roadway, at County's sole cost and expense. This Access and Easement Agreement will be recorded to provide public notice of its existence.

Attachments:

1. Location Map
2. Access and Easement Agreement with Exhibits A, B, C & D

Recommended By:  10/11/24
 Department Director **Date**

Approved By:  10/24/24
 County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No 0

Does this item include the use of federal funds? Yes ___ No 0

Does this item include the use of state funds? Yes ___ No 0

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

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

No fiscal impact.

Fixed Asset Number 109033
 PCN: 00 42 43 27 05 044 0170

*For Assessment Easement (0.52 Acres)
 A. D. Davis, Inc., Fido
 OFMB 10/2/24*

C. Departmental Fiscal Review:

[Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

*Lisa Muth 10/15/24
 OFMB
 SA 10/15
 ESW 10.15*

*Brandt Mack 10/21/24
 Contract Development and Control*

B. Legal Sufficiency:

*[Signature] 10/22/24
 Assistant County Attorney*

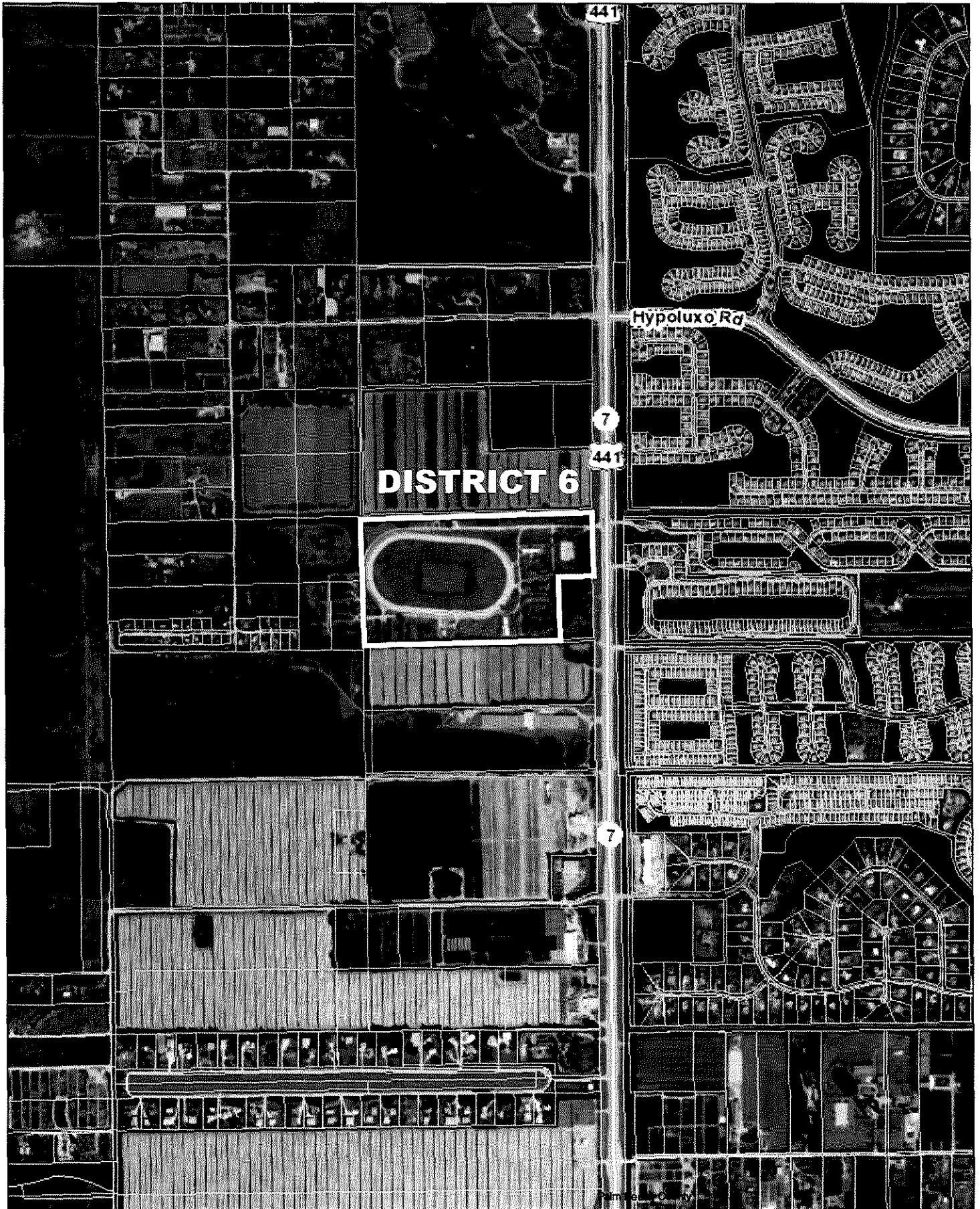
C. Other Department Review:

 Department Director

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

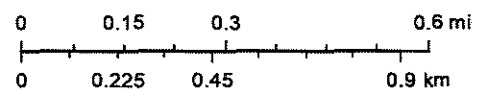
Location Map

00-42-43-27-05-044-0170
PUD Trotting Center



September 19, 2024

1:18,056



Attachment 1

ATTACHMENT #2
ACCESS AND EASEMENT AGREEMENT W/EXHIBITS A, B, C & D
19 PAGES

Prepared by & Return to:
Ben Williamson, Project Manager
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 00-42-43-27-05-044-0170 (a portion of)

ACCESS AND EASEMENT AGREEMENT

This ACCESS AND EASEMENT AGREEMENT ("Agreement") is made as of the ___ day of _____ 2024 by and between KLLB AIV LLC, a Delaware 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" as the "North Access" and the "South Access" (collectively, the "Easement Premises") to serve the Civic Site; and

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

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 US 441 South, 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 North Access as depicted on Exhibit "D" attached hereto and made a part hereof (the "Private Roadway"), which shall include a median cut parallel to the northern access of 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 North Access shall also serve the Civic Site.

4. Civic Site Driveway. The County shall construct and maintain a private driveway over the North Access 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:

County:

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, FL 33401

Telephone: 561-355-2225
Fax: 561-355-4398

Grantor: Nathan Holt
KL Servicers LLC
Authorized Signatory
6900 E. Camelback Road, Suite 800
Scottsdale, AZ 85251
Telephone: (786) 753-8110

With a copy to: Godbold, Downing, Bill & Rentz, P.A.
222 West Comstock Avenue, Suite 101
Winter Park, Florida 32789
Attn: Kristen Idle, Esq.
Telephone: (407) 647-4418

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 Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

[Signature]
Witness Signature

Dustin Potter
Print Witness Name

6900 E. Camelback Rd., Suite 800
Scottsdale, AZ 85251
Witness Address

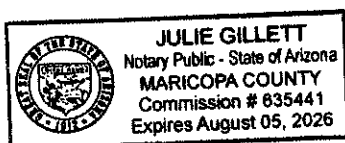
[Signature]
Witness Signature

Meredith Leyton
Print Witness Name

6900 E. Camelback Rd., Suite 800
Scottsdale, AZ 85251
Witness Address

STATE OF ARIZONA)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd, day of August, 2024, as being executed by Nathan Holt, as Authorized Signatory, who is personally known to me or have produced _____, identification and who did (did not) take an oath.



[Signature]
Notary Signature
Julie Gillett
Name
Commission No. 635441
My commission expires: 08/05/2026

GRANTOR:
KLLB AIV LLC, a Delaware limited liability company

By: [Signature]
Print Name: Nathan Holt
Its: Authorized Signatory

ATTEST:

Joseph Abruzzo
Clerk & Comptroller

By: _____
Deputy Clerk

COUNTY:

Palm Beach County, a political subdivision
of the State of Florida

By: _____
Mayor

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

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
Isami Ayala-Collazo, Director
Facilities Development & Operations

Signed, sealed and delivered
in the presence of:

(Witness to both County Clerk and Mayor)

Witness Signature

Witness Signature

Print Witness Name

Print Witness Name

Witness Address

Witness Address

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this _____, day of _____, 20____, as
being executed by _____, as Mayor, who is personally known to me or
have produced _____, identification and who did (did not) take an
oath.

Notary Signature

Name

Commission No. _____

My commission expires: _____

JOINDER AND CONSENT

On August 4, 2023, Grantor and Lennar Homes, LLC, a Florida limited liability company ("Builder") executed that certain Memorandum of Option Agreement, recorded in Official Records Book 34487, Page 908 of the Public Records of Palm Beach County, Florida (the "Memorandum"). Builder is executing this Agreement to join in and consent to the terms thereof, as the holder of the Option (as that term is defined in the Memorandum) with respect to the Property defined in the Memorandum.

Lennar Homes, LLC, a Florida limited liability company

By: [Signature]

Print Name: Michael Meyers

Title: Vice President

[Signature]
Witness

Kayla Howdy
Print Name

Address: 3931 RCA Blvd Suite 3105
Palm Beach Gardens FL 33410

[Signature]
Witness

Rafael Nelson
Print Name

Address: 3931 RCA Blvd Suite 3105
Palm Beach Gardens, FL 33410

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of September, 2024 by Michael Meyers, as Vice President of Lennar Homes, LLC, a Florida limited liability company, who is personally known to me or has produced _____ (type of identification) as identification.

[Signature]
Notary Public, State of Florida
Print Name: Halley Mall

My Commission Expires: 4/19/25

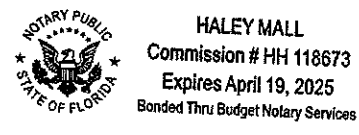


EXHIBIT "A"
OVERALL GRANTOR PROPERTY

Exhibit "A"

DESCRIPTION

BEING A PORTION OF LOTS 17 THROUGH 20, INCLUSIVE, BLOCK 44 AND ALL OF LOTS 21, 22 AND 23, BLOCK 44 AND A PORTION OF THAT 25 FOOT RIGHT-WAY LYING WEST OF BLOCK 44, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, TOGETHER WITH ALL OF TRACTS 74, 81, 82 AND A PORTION OF TRACTS 73, 75 AND 80 OF THE UNRECORDED PLAT OF HERITAGE FARMS, TOGETHER WITH A PORTION OF THE 25-FOOT WIDE LAKE WORTH DRAINAGE DISTRICT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1585, PAGE 505, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE ON A GRID BEARING OF N23°02'56"W, A DISTANCE OF 1538.97 FEET TO THE SOUTHEAST CORNER OF SAID LOT 23, BLOCK 44 AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF A 30-FOOT WIDE ROADWAY, AS SHOWN ON SAID PALM BEACH FARMS COMPANY PLAT NO. 3, AND THE WESTERLY PROLONGATION THEREOF, S88°06'42"W, A DISTANCE OF 2,037.86 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 21, BLOCK 44; THENCE N01°03'36"W ALONG SAID WEST LINE, A DISTANCE OF 24.53 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THAT ABANDONED RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORD BOOK 6014, PAGE 1243 OF SAID PUBLIC RECORDS; THENCE S88°58'39"W ALONG SAID SOUTH LINE, A DISTANCE OF 25.00 TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID 25 FOOT RIGHT-OF-WAY LYING WEST OF BLOCK 44; THENCE S01°03'36"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 80.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF 80-FOOT WIDE LAKE WORTH DRAINAGE DISTRICT CANAL S-8 EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 5415, PAGE 1834 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH LINE, S88°58'39"W, A DISTANCE OF 661.79 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID 80-FOOT WIDE LAKE WORTH DRAINAGE DISTRICT CANAL S-8 EASEMENT AND TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID TRACT 82 OF HERITAGE FARMS UNRECORDED PLAT; THENCE ALONG SAID WEST LINES, N01°08'48"W, A DISTANCE OF 362.07 FEET; THENCE S88°32'31"W, A DISTANCE OF 662.50 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 12; THENCE ALONG SAID WEST LINE, N01°14'00"W, A DISTANCE OF 1,069.05 FEET; THENCE N88°43'46"E, A DISTANCE OF 1,328.07 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID TRACT 80 AND TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF SAID SECTION 12; THENCE ALONG EAST LINE OF SAID TRACTS 80 AND 81 AND SAID EAST LINE OF WEST HALF OF SECTION 12, S01°03'36"E, A DISTANCE OF 52.75 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LOT 20, BLOCK 44; THENCE N88°10'36"E ALONG SAID NORTH LINE AND THE NORTH LINE OF SAID LOTS 19, 18, AND 17 BLOCK 44, A DISTANCE OF 2,421.69 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF US 441 (STATE ROAD 7), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 9310-2525, SHEETS 9 AND 10, DATED SEPTEMBER 22, 1993 AND AS RECORDED IN OFFICIAL RECORD BOOK 4515, PAGE 1335 OF SAID PUBLIC RECORDS; THENCE S00°39'06"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 620.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 17, BLOCK 44; THENCE S88°07'52"W ALONG SAID SOUTH LINE, A DISTANCE

OF 364.66 FEET TO THE NORTHEAST CORNER OF SAID LOT 23, BLOCK 44; THENCE S01°58'10"E ALONG THE EAST LINE OF SAID LOT 23, BLOCK 44, A DISTANCE OF 661.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,616,363 SQUARE FEET/105.9771 ACRES, MORE OR LESS.

EXHIBIT "B"
CIVIC SITE

EXHIBIT "B"

DESCRIPTION:

A PORTION OF LOT 17, BLOCK 44, THE 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA; THENCE ON A GRID BEARING OF NORTH 06°59'48" WEST, A DISTANCE OF 2,144.73 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF US 441 (STATE ROAD 7), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 9310-2525, SHEETS 9 AND 10, DATED SEPTEMBER 22, 1993 AND AS RECORDED IN OFFICIAL RECORD BOOK 4515, PAGE 1335 OF SAID PUBLIC RECORDS AND TO THE POINT OF BEGINNING; THENCE NORTH 00°39'06" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, AS RECORDED IN OFFICIAL RECORD BOOK 9904, PAGE 1675 OF SAID PUBLIC RECORDS, A DISTANCE OF 430.02 FEET; THENCE SOUTH 88°10'36" WEST, A DISTANCE OF 204.19 FEET; THENCE SOUTH 01°49'24" EAST, A DISTANCE OF 145.09 FEET; THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 180.00 FEET; THENCE SOUTH 88°07'52" WEST, A DISTANCE OF 45.82 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 36°39'28" EAST, A RADIAL DISTANCE OF 28.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 55°12'41", A DISTANCE OF 26.98 FEET; THENCE SOUTH 01°52'08" EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 88°07'52" WEST, A DISTANCE OF 2.00 FEET; THENCE SOUTH 01°52'03" EAST, A DISTANCE OF 48.00 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'05"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 39.27 FEET; THENCE NORTH 88°07'52" EAST, A DISTANCE OF 230.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 91,911 SQUARE FEET OR 2.11 ACRES, MORE OR LESS

EXHIBIT "C"

**DESCRIPTION:
(NORTH ACCESS)**

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 N84°37'43"W, A DISTANCE OF 241.13 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"W, A DISTANCE OF 130.03 FEET; THENCE N46°14'15"W, A DISTANCE OF 35.72 FEET; THENCE S88°13'28"W, A DISTANCE OF 119.50 FEET; THENCE S01°49'24"E, A DISTANCE OF 40.30 FEET; THENCE S88°10'36"W, A DISTANCE OF 50.00 FEET; THENCE N01°49'24"W, A DISTANCE OF 120.20 FEET; THENCE N88°10'36"E, A DISTANCE OF 172.15 FEET; THENCE N43°45'45"E, A DISTANCE OF 34.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,296 SQUARE FEET OR 0.4200 ACRES, MORE OR LESS.

TOGETHER WITH:

(SOUTH ACCESS)

COMMENCING AT SAID EAST 1/4 CORNER OF SECTION 12; THENCE S22°55'36"W, A DISTANCE OF 599.49 FEET TO A POINT OF INTERSECTION WITH SAID WEST RIGHT-OF-WAY LINE OF US 441 SOUTH AND TO THE POINT OF BEGINNING #1; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S00°39'06"E, A DISTANCE OF 20.00 FEET; THENCE S88°07'52"W, A DISTANCE OF 229.73 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 90°00'05"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 70.69 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 20.00 FEET; THENCE S01°52'03"E, A DISTANCE OF 48.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'05"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N88°07'52"E, A DISTANCE OF 230.16 FEET TO THE POINT OF BEGINNING #1.

CONTAINING 6,659 SQUARE FEET OR 0.1529 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:


1. SURVEY MAPS 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 SURVEY MAPS 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°35'32"W, ALONG THE EAST LINE OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, (90 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.

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 DECEMBER 07, 2023. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

SHEET 1 OF 3



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

DAVID P. LINDLEY
 REGISTERED LAND
 SURVEYOR NO. 5005
 STATE OF FLORIDA
 L.B. 3591

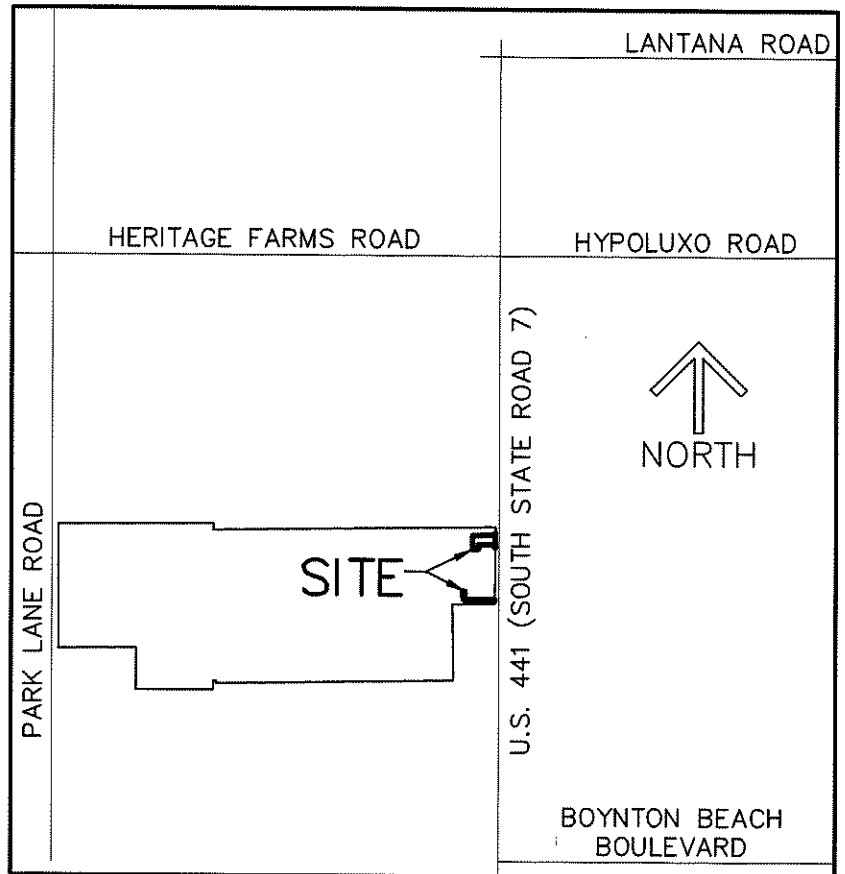
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DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	7652-Access Esmt

**LOT 17, BLOCK 44, PALM BEACH FARMS COMPANY PLAT NO. 3
ACCESS EASEMENT NORTH AND SOUTH
SKETCH AND DESCRIPTION**

EXHIBIT "C"

LEGEND/ABBREVIATIONS:

- E – EASTING (WHEN USED WITH COORDINATES)
- N – NORTHING (WHEN USED WITH COORDINATES)
- 12-45-41 – SECTION 12, TOWNSHIP 45 SOUTH, RANGE 41 EAST
- FDOT – FLORIDA DEPARTMENT OF TRANSPORTATION
- P.O.B. – POINT OF BEGINNING
- ⊙ – CENTERLINE
- O.R.B. – OFFICIAL RECORDS BOOK
- P.B. – PLAT BOOK
- P.O.C. – POINT OF COMMENCEMENT
- R/W – RIGHT-OF-WAY
- PG(S). – PAGE(S)
- NAD – NORTH AMERICAN DATUM
- L.B. – LICENSED BUSINESS
- PBC – PALM BEACH COUNTY
- ✖ – INDICATES SECTION CORNER
- ⊠ – INDICATES 1/4 SECTION CORNER
- FPL – FLORIDA POWER & LIGHT



LOCATION MAP

(NOT TO SCALE)

SECTION 12, TOWNSHIP 45 SOUTH, RANGE 41 EAST

NOTES

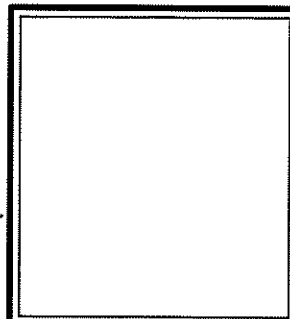
COORDINATES, BEARINGS AND DISTANCES

- 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 NOTED OTHERWISE
- SCALE FACTOR = 1.000016951
- GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
- BEARINGS AS SHOWN HEREON ARE GRID DATUM,
- NAD 83 (90 ADJUSTMENT), FLORIDA EAST ZONE.

THIS IS NOT A SURVEY

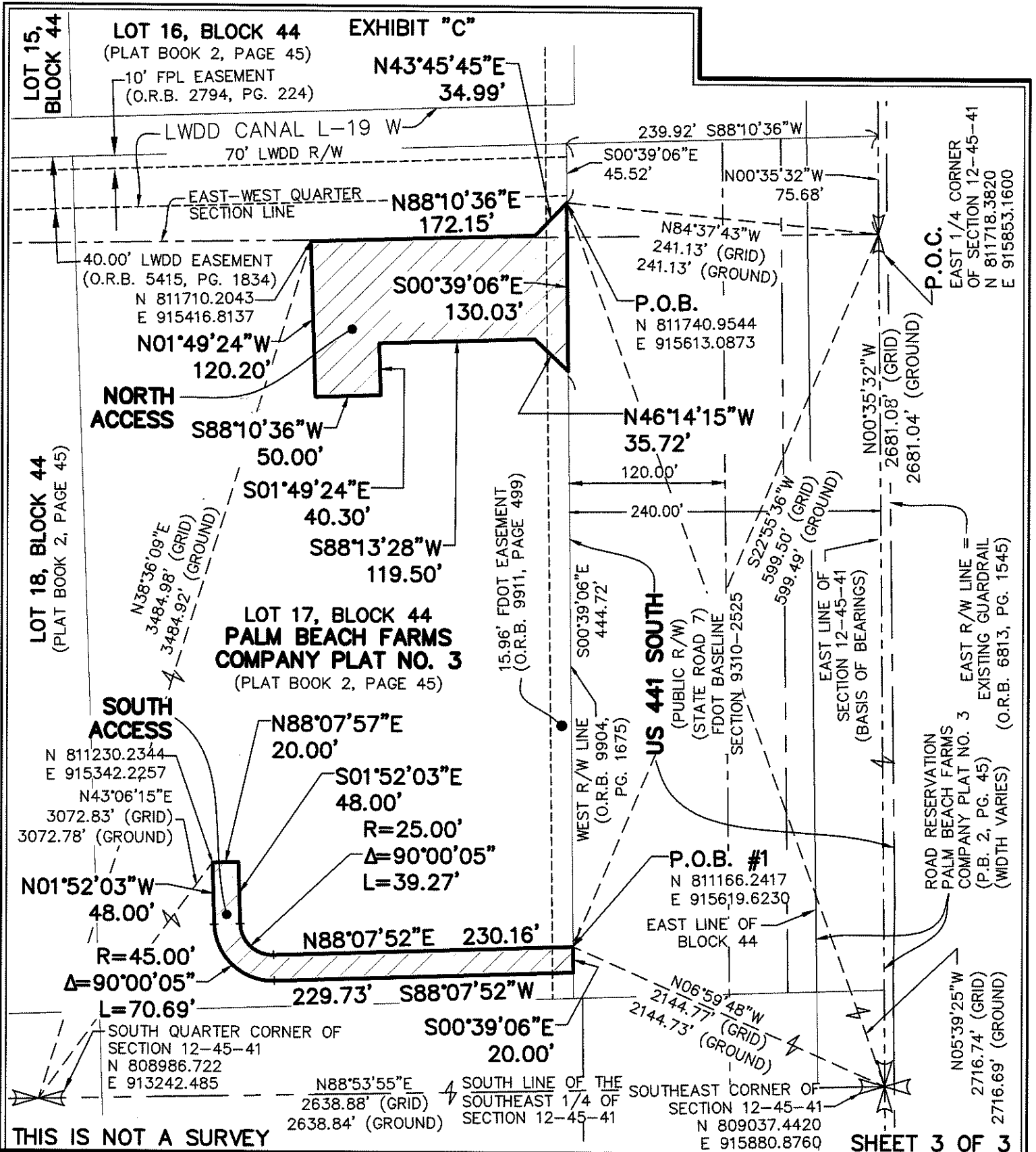
SHEET 2 OF 3

	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



DATE	12-07-2023
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	7652-Access Esmt

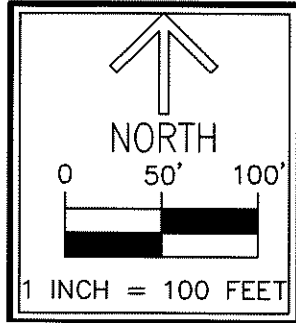
**LOT 17, BLOCK 44, PALM BEACH FARMS COMPANY PLAT NO. 3
ACCESS EASEMENT NORTH AND SOUTH
SKETCH AND DESCRIPTION**



THIS IS NOT A SURVEY

SHEET 3 OF 3

CAULFIELD & WHEELER, INC.
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DATE	12-07-2023
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=100'
JOB NO.	7652-Access Esmt

LOT 17, BLOCK 44, PALM BEACH FARMS COMPANY PLAT NO. 3
ACCESS EASEMENT NORTH AND SOUTH
SKETCH AND DESCRIPTION

EXHIBIT "D"
PRIVATE ROADWAY AND CIVIC SITE DRIVEWAY

EXHIBIT "D"

MEDIAN CUT

PROPOSED CHESTNUT
CREEK ROAD
(PRIVATE ROAD)

CIVIC SITE

(PROPOSED TRACT CV,
TROTTER CENTER
PROPERTY, PUD PLAT)

HATCHED AREA
IS EXHIBIT C NORTH
ACCESS

US 441 SOUTH
(PUBLIC R/W)
(STATE ROAD 7)

THIS IS NOT A SURVEY

SHEET 1 OF 1



CAULFIELD & WHEELER, INC.

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LOT 17, BLOCK 44, PALM BEACH FARMS COMPANY PLAT NO. 3
ACCESS EASEMENT NORTH AND SOUTH
SKETCH AND DESCRIPTION



NORTH



1 INCH = 50 FEET

DATE 9/20/2024

DRAWN BY dl

F.B./ PG. N/A

SCALE 1"=50'

JOB NO. 7652-PREMEXHB.V2

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of KLLB AIV LLC, a Delaware limited liability company (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Nathan Holt
(signature of officer or representative)

Nathan Holt
(printed name of officer or representative)

State of Arizona, County of Maricopa

Sworn to and subscribed before me by means of physical presence or online notarization this, 25th day of September, 2024, by Nathan Holt.

Personally known OR produced identification .

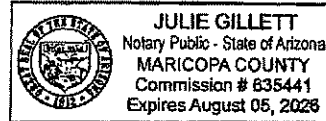
Type of identification produced _____

Julie Gillett

NOTARY PUBLIC

My Commission Expires: 08/05/2026

State of Arizona at large



(Notary Seal)