

TOWN OF LOXAHATCHEE GROVES
Town Hall Council Chambers
TOWN COUNCIL SPECIAL MEETING
AGENDA

MARCH 30, 2021 – 4:00 – 6:00 P.M.

Palm Beach County entered modified “Phase-3” Covid-19 public protocols, limited public audience can be accommodated in Town Hall (currently a max 12-person audience w/mandatory facemasks, social distancing, first come seating). Public comment is also accepted by writing the Clerk’s office. This meeting will be streamed and close-captioned as normal, access instructions posted on website.



Marge Herzog, Vice (& Acting) Mayor (Seat 5)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Marianne Miles, Councilmember (Seat 3)

Robert Shorr, Councilmember (Seat 4)

Administration

Town Manager, James S. Titcomb
Assistant Town Manager, Francine L. Ramaglia
Town Attorney, James Brako, Esq.
Town Clerk, Lakisha Q. Burch
Public Works Director, Larry A. Peters, P.E.

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That's why we say "Character Counts" in Town of Loxahatchee Groves. Civility is practiced at all Town meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

TOWN COUNCIL AGENDA ITEMS

Call To Order

Pledge Of Allegiance

Moment Of Silence

Roll Call

Additions/Deletions/Modifications To The Agenda

Comments From The Public On Non-Agenda Items

Palm Beach County entered "Phase-3" Covid-19 protocols, a limited public audience can be accommodated of up to 12-persons in audience, mandatory masks, social distancing, first come seating). Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 6:00 PM day of the meeting. Comments received will be "received and filed" and acknowledged as part of the official public record for indicated meeting. The Town Council meeting will be live-streamed and close-captioned for the public via our website.

Regular Agenda

1. Review to adopt RESOLUTION 2021-12 to receive deeded ROW land from properties in the general vicinity of 145th Ave N and 43rd Rd N. (also known as LTC LLC)

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING ACCEPTANCE OF A DEDICATION OF LAND LOCATED IN THE VICINITY OF THEORETICAL 142 AVENUE NORTH & THEORETICAL 42 ROAD NORTH, LOXAHATCHEE GROVES, FLORIDA, ("LAND"), FROM CONTRACT PURCHASERS DR. KENNETH A. LARSON, IVY LARSON & GAIL INGRAM ("BUYERS"); AUTHORIZING THE MAYOR AND TOWN MANAGER, SUBJECT TO SATISFACTORY COMPLETION OF DUE DILIGENCE, TO ACCEPT IN SUBSTANTIAL FORM, THE DEED OF CONVEYANCE AND EXECUTE ALL INSTRUMENTS AND DOCUMENTS REASONABLY NECESSARY OR INCIDENTAL TO CONSUMMATE TRANSFER OF TITLE OF THE LAND TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

Attachments: Proposed Development Agreement
Proposed Special Warranty Deed
Road Construction Development Cost Proposals.

Town Councilmembers Comments

Town Staff Comments

Adjournment

Comment Cards: Note public comment rules are modified during the COVID-19 pandemic, see above.

Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.



155 F Road Loxahatchee Groves, FL 33470

DATE: March 30, 2021 **Special Meeting Agenda: 1**
TO: Town Council of Town of Loxahatchee Groves
FROM: James Titcomb, Town Manager
SUBJECT: ITID Closure at 43rd Rd N. at 140th Ave N. and LTC-LLC Road Deed

Background:

August 4, 2020 the town received written notice from Indian Trail Improvement District's (ITID) of their intent to close off "unpermitted" cross jurisdictional roadway access at 40th Rd N & 140th and 43rd Rd N & 140th. The "cut-through" closure (40th Rd & 140 Av N) was completed around October/November, with padlocked access for official/emergency access.

The pending closure at 43rd Rd N & 140th, which negatively land-locks nine individual properties located east of the privately owned and gated properties at 145th & 43rd (aka LTC) was abandoned by Town Council action in 2014. While deeded way of access easements are embedded to each individual property along the route, the Town did not have standing to enforce these easements for the private properties, nor maintained continual connection or maintenance to the private segment(s) laying at the intersection of 145th Ave N. to 43rd Rd. N.

Under Town Council direction, staff and legal worked due diligence on best options to provide access and services to 43rd Rd N residents and concluded, with cooperation of the contract buyer (whom appeared before council) that a simple agreement to accommodate alternative access for the properties located in the corridor maybe best resolved on access and service issues in perpetuity by receiving a dedication of land from the private properties under contract to ensure benefits to the subdivision property owners, protecting their way of access and services.

The Town Attorney, working with multiple parties and their legal counsel, authored an agreement to execute between the Town of Loxahatchee Groves and the purchasing buyer (Dr. Andrew Larson) dedicating/transferring "fee simple" ownership of a perimeter road footprint around the LTC properties connecting to all easement dedicated properties affected at each end.

Details of infrastructure cost sharing, service assessments and access criteria is delineated in the various agreements by the official parties to the agreement, and as directed by town council. The Town Attorney and agents/principals for the properties involved may provide additional documentation at the meeting.

Recommendation:

Staff recommends authorizing the proposed agreement with the purchasers of the LTC-LLC properties and the Town to provide for legal way of residential access and official services to the properties identified along 43rd Rd N, with conditions as set by the governing parties.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2021-12

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING ACCEPTANCE OF A DEDICATION OF LAND LOCATED IN THE VICINITY OF THEORETICAL 142 AVENUE NORTH & THEORETICAL 42 ROAD NORTH, LOXAHATCHEE GROVES, FLORIDA, ("LAND"), FROM CONTRACT PURCHASERS DR. KENNETH A. LARSON, IVY LARSON & GAIL INGRAM ("BUYERS"); AUTHORIZING THE MAYOR AND TOWN MANAGER, SUBJECT TO SATISFACTORY COMPLETION OF DUE DILIGENCE, TO ACCEPT IN SUBSTANTIAL FORM, THE DEED OF CONVEYANCE AND EXECUTE ALL INSTRUMENTS AND DOCUMENTS REASONABLY NECESSARY OR INCIDENTAL TO CONSUMMATE TRANSFER OF TITLE OF THE LAND TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Indian Trail Improvement District ("ITID") permanently closed the intersection at 40th Street North and 140th Avenue North via construction of physical locked barriers; and

WHEREAS, in October 2020, ITID notified Town officials of its intent to close the locally known cut-through located at 43rd Road North and 140th Avenue North ("Cut-through") via construction of physical locked barriers; and

WHEREAS, the proposed closure of the Cut-through may negatively impact Town residents who utilize the Cut-through for ingress and egress purposes; and

WHEREAS, Buyers have entered into a contract to purchase Little Turtle Creek's four (4) parcels of property located at each quadrant of the intersection of 145th Avenue North and 43rd Road North; and

WHEREAS, Buyers, in an effort to assist the Town, have offered to dedicate Property the Land for ingress/egress to run along the eastern thirty feet (30') and southern thirty feet (30') of the southeastern parcel within Little Turtle Creek and more particular described on the Sketch and Legal Description labeled as Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, acceptance of the Land for the intended purposes will provide ingress/egress to Town residents impacted by the private road closures undertaken by ITID; and

WHEREAS, Staff recommends accepting the Dedication as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference; and

Section 2. In accordance with the Town's Charter, the Town Commission, subject to

satisfactory completion of all due diligence including, but not limited to, acquisition of title insurance, property survey and environmental reports, accepts the Buyers' offer to dedicate the Land at no cost to the Town; and

Section 3. Upon delivery of the deed for the Land, the Town and Buyers shall share the cost to plan and construct the Road, such apportionment of costs related thereto to be determined by separate agreement; and

Section 4. Timing of the construction of the Road shall be coordinated with ITID and to the extent practicable, be completed prior to ITID's construction of the physical barrier at the Cut-through. Construction of the road shall, to the extent practicable, be completed, no later than August 31, 2021, or as otherwise agreed by the parties under separate agreement.

Section 5. The Town shall continually maintain the Road, at no cost to Buyer, to a standard approved by the Town Engineer.

Section 6. The Mayor and Town Manager are hereby authorized to accept and execute, in substantial form, the deed of conveyance and all other instruments and documents reasonably necessary or incidental to consummate the transfer of title of the Property to the Town.

Section 9. That the Town Attorney shall review and approve as to legal form and sufficiency, all documents prior to their execution by Town Officials and the Town Manager.

Section 10. That this Resolution shall be in full force and effect immediately upon and after its adoption.

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 30th day of March, 2021.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

TOWN CLERK

Marg Herzog, Vice-Mayor (Acting Mayor)

APPROVED AS TO LEGAL FORM:

Marianne Miles, Council Member

Town Attorney

Phillis Maniglia, Council Member

Robert Shorr, Council Member

Laura Danowski, Council Member

EXHIBIT “A” (LEGAL DESCRIPTION)

“Exhibit A - 43rd Rd & 145th Ave_Little Turtle Creek Ing-Egr Ease legal for dedication”

DEVELOPMENT AGREEMENT

among

**TOWN OF LOXAHATCHEE GROVES, FLORIDA
and
DR. KENNETH A. LARSON, IVY LARSON AND GAIL INGRAM**

for

LITTLE TURTLE CREEK

Dated As of _____, 2021

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AGREEMENT

THIS DEVELOPMENT AGREEMENT, dated as of this ____ day of _____, 2021, among TOWN OF LOXAHATCHEE, a municipal corporation organized and existing under the laws of the State of Florida, Palm Beach County, Florida (“Town”), and DR. KENNETH A. LARSON, IVY LARSON and GAIL INGRAM.

RECITALS:

WHEREAS, Dr. Kenneth Larson, Ivy Larson and Gail Ingram, including their designees and assigns (“Developers”) have entered into a contract to purchase four (4) parcels of property at each quadrant of the intersection of 145th Avenue North and 43rd Road North known as Little Turtle Creek in Loxahatchee Groves, FL (“Little Turtle Creek”); and

WHEREAS, in October 14, 2020, the Town and Indian Trail Improvement District (“ITID”) notified the public of the official permanent closure of the locally known cut-through at 43rd Street North and 140th Avenue North (“Cut-through”) via construction of physical locked barriers; and

WHEREAS, the proposed closure of the Cut-through may negatively impact and Town residents; and

WHEREAS, contingent on their purchase of Little Turtle Creek, Developers have offered to dedicate land for ingress/egress to run along the eastern thirty feet (30’) and southern thirty feet (30’) of the southeastern parcel within the Burdened Property for the benefit of Town residents; and

WHEREAS, the Dedicated Land, once developed, is intended to mitigate ingress/egress issues caused by the proposed closure of the Cut Through; and

WHEREAS, this Development Agreement (“Agreement”) is entered into between the parties pursuant to Section 163, Florida Statutes, and Section 166, Florida Statutes.

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties that this Agreement is made upon the terms, covenants and conditions set forth.

ARTICLE 1

DEFINITIONS

For purposes of this Agreement, the terms defined in this Article I shall have the following meanings:

“Dedicated Land” is defined as a thirty foot (30’) ingress/egress easement over the western thirty feet (30’) and southern thirty feet (30’) of the southeastern parcel within the Burdened Property.

“Agreement” is defined as this Development Agreement among Developer and the Town.

“Burdened Property” is defined as 4270 145th Avenue North Loxahatchee Groves, Florida and legally described as depicted on Exhibit “A”, attached hereto and made a part hereof:

“Indemnified Party” is defined collectively as Developer and any remaining parties with ownership interest in land.

“Commencement of Construction” is defined as the commencement of major work (such as foundations) for construction of the Improvements in accordance with the Project Plans to be performed in connection with the construction of the Project. All preliminary work (including without limitation any environmental remediation, as well as all necessary demolition and obtaining permits and approvals from all necessary governmental agencies) shall not be deemed to be Commencement of Construction.

“Construction Agreements” is defined as all agreements executed in connection with any construction affecting the Subject Property.

“County” is defined as Palm Beach County, a Political Subdivision of the State of Florida.

“Date of Acquisition” is defined as the date that Developer takes title to the Property.

“Default Notice” is defined as set forth in Section 10.1.

“Developer” is defined as Dr. Kenneth A. Larson, Ivy Larson, Gail Hope Ingram, including their designees and assigns and any remaining parties or entities with ownership interest in Little Turtle Creek.

“Developer Indemnified Party” is defined collectively as Developer, its directors, officers, shareholders, partners, members, employees and agents.

“Event of Default” or “Default” is defined as set forth in Section 10.1.

“Execution Date” is defined as the latest date that this Agreement is executed by Developer and Town.

“Fast Track Permits and Approvals” is defined as set forth in Article 4.

“ITID” is defined as Indian Trail Improvement District is a special taxing district responsible for the improvement and maintenance of swales, canals, roads and parks in central Palm Beach County, Florida.

“Little Turtle Creek” is defined as four properties owned by Developers, specifically: 4420 145th Avenue North, 4348 145th Avenue North, 4270 145th Avenue North, and 14341 43rd Road North Loxahatchee Groves, Florida, together with any and all buildings or other improvements existing thereon.

“Improvements” are defined collectively as the buildings and other improvements to be constructed by Developer on the Dedicated Land and Little Turtle Creek .

“Notice” is defined as set forth within Section 11.1.

“County” is defined as Palm Beach County, a Political Subdivision of the State of Florida.

“Plans and Specifications” is defined as the plans and specifications prepared by Developer depicting improvements for the Little Turtle Creek which are to be approved by the Town.

“Pre-Dedication Configuration” is the property boundary location, of the Burdened Property, prior to the imposition of the Access Easements. The original property boundary as located on the 2013 survey prepared by Prism Surveying, Inc., prepared for Robert J Stanton, Little Turtle Creek LLC. Attached hereto as Exhibit “A”.

“Project” is defined collectively as any and all uses depicted in the Project Plans that are intended by the parties to be developed on the Dedicated Land and Little Turtle Creek and submitted by Developer for approval by the Town.

“Project Plans” are defined as the Plans and Specifications for the Development of four properties owned by Developer, specifically: 4420 145th Avenue North, 4348 145th Avenue North, 4270 145th Avenue North, and 1434 43rd Road North Loxahatchee Groves, Florida.

“Residential Development” is defined as the residential units and related improvements to be constructed on the Subject Property pursuant to the Project Plans.

“Substantial Completion” or “Substantially Complete” is defined as (i) Developer has completed construction of the Project or such Project phase, including the punch list items (but excluding any tenant improvements), in accordance with the Approved Project Plans, Site Plan, Development Approvals, Permits, Applicable laws and this Agreement, (ii) the architect of record has executed an architect’s certificate of completion for the Project and (iii) Developer has obtained the final certificates of occupancy and completion for the Project.

“Town” is defined as the Town of Loxahatchee Groves, Florida.

“Town Indemnified Party” is defined collectively as Town, its officers, employees and agents.

ARTICLE 2

CONSTRUCTION AND MAINTENANCE OF THE ACCESS EASEMENT

Section 2.1 Deed to Access Easement

(a) The Developer shall execute a fee simple special warranty deed in which Developer holds a reversionary interest in the Dedicated Land, in which the same will revert to Developer or his successors in interest, including all grantees taking title to Little Turtle Creek, if and/or when the physical barrier is removed from the Cut-through or an alternative means of ingress/egress is made available to Town residents located along 43rd Road North west of the Cut-through.

(b). In the event Developer exercises right of reverter as described hereinabove, Developer agrees to reimburse Town for its share of construction costs as provided in Section 2.2 (A) of this Agreement, hereinbelow.

Section 2.2 Construction, and Maintenance of the Access Easement.

(a) The Town shall plan and construct the road, to a standard approved by the Town Engineer. The cost to construct the road shall be shared equally pursuant to the proposal submitted by ?, dated March , 2021, attached hereto and made a part hereof, as Exhibit “C”.

(b) Timing of the construction of the road shall be coordinated with ITID and shall, to the extent practicable, be completed prior to ITID’s construction of the physical barrier at the Cut-through. It is intended by the parties hereto that Construction of the road shall, to the extent practicable, be completed, no later than August 31, 2021.

(c) The Town shall continually maintain the road, at no cost to Developer, to a standard approved by the Town Engineer.

(d) Developer agrees and consents to the Town’s removal of structures which may obstruct the construction of the road and Town agrees that remaining portions of structure shall be left in a habitable condition with required permits and approvals.

ARTICLE 3

PLANS, SPECIFICATIONS AND ENTITLEMENTS FOR THE DEVELOPMENT OF LITTLE TURTLE CREEK

Section 3.1 Approval of Plans and Specifications.

(a) Prior to Commencement of Construction, Developer shall prepare and submit to Town Plans and Specifications for the Project for the purpose of obtaining building permits pursuant to and in accordance with Section 3.2. Developer will provide as many copies of the Plans and Specifications as necessary for the various departments to review the Plans and Specifications simultaneously (instead of sequentially) to the extent such simultaneous review is not prohibited by the Florida Building Code and other applicable law.

(b) Town staff agrees to support and recommend “fast track” any approval processes, including support, when and where applicable, for the processing of any zoning changes, in order for Developer to build the Project as contemplated by this Agreement, all subject to the approval of the County, Town Council or appropriate board within the Town or County, where required.

(c) If Developer desires to modify Project Plans and such modifications cannot be handled administratively, Developer shall submit any such modified Plans and Specifications to the Town for Town's site plan review process and necessary Town Council approvals, appropriate board approvals, and/or administrative staff approvals. Such modified Plans and Specifications shall clearly indicate such modifications in accordance with all Town requirements.

Section 3.2 Compliance with Requirements; Construction Standards.

(a) Notwithstanding anything to the contrary contained herein, the Project Plans shall substantially comply with all applicable governmental requirements. It is Developer’s responsibility to assure such compliance.

(b) Town agrees that all setback requirements for the Burdened Property shall be determined from the eastern and southern property lines in their Pre-Access Easement Configuration.

(c) Town agrees that all floor area ratio and density requirements for the Burdened Property shall be determined from the eastern and southern property lines in their Pre-Access Easement Configuration.

(d) Town agrees that the portion of Little Turtle Creek located at 4420 145th Avenue North Loxahatchee Groves, Florida contains ten (10) acres and may be subdivided into two (2) five (5) acre lots.

(e) Town agrees that the portion of Little Turtle Creek located at 14341 43rd Road North Loxahatchee Groves, Florida contains a legal nonconforming use or structure. Town further agrees that the legal non-conforming use or structure shall be allowed to continue in their present form and scope.

(f) Construction of the Project shall be carried out pursuant to Project Plans prepared by licensed architects and engineers, with threshold inspections conducted by a licensed architect or professional engineer as required by applicable governmental requirements.

Section 3.3 Entitlements.

(a) Town represents that the present status of the Project is as follows:

(i) Land use designation as Residential

- (ii) Zoning designation as Agricultural Residential (“AR”)
- (iii) The Subject Property is classified as Agricultural
- (iv) While some of the Subject Property contains old structures, none of the Subject Property contains any structure of historical value.

ARTICLE 4

FAST TRACK PERMITS AND APPROVALS

Section 4.1 Fast Track Permits and Approvals.

Without limiting the generality of Article 3, the parties agree that, to the extent not otherwise prohibited by the Florida Building Code or other applicable law, Town will support "Fast Track Permits and Approvals" to be administered by the County. Fast Track Permits and Approvals means that Developer may submit separate Plans and Specifications as to a portion of the Project then being built (i.e., the Residential Development, etc.).

ARTICLE 5

MISCELLANEOUS CONSTRUCTION PROVISIONS

Section 5.1 Construction Agreements.

Developer shall have the full right and authority to enter into any and all Construction Agreements it deems necessary for the development of Little Turtle Creek and the improvements thereon. The Town shall not have any right of approval over the Construction Agreements or contractors and subcontractors, and agree not to interfere with same, except to the extent required to carry out its governmental function as regulator of construction functions. All such Construction Agreements shall be the sole responsibility of Developer.

Section 5.2 Construction Period Access Closures.

Town agrees to expedite the review of maintenance of traffic plans to ensure such plans provide for the safe and adequate operation of the Cut-through access until the construction of the road is complete and operational.

ARTICLE 6

FINANCING

Section 6.1 Developer's Project Financing.

Developer may obtain such loans, to be secured by Little Turtle Creek, as it deems

appropriate to finance the improvements thereon and for such other necessary purposes.

ARTICLE 7

REQUIREMENTS

Section 7.1 Requirements of Developer.

Developer shall use commercially reasonable efforts to perform its obligations hereunder. Developer shall comply promptly with all requirements contained within this Agreement, without regard to the nature of the work required to be done, whether extraordinary or ordinary, and whether requiring the removal of any encroachment (but Developer may seek to obtain an easement in order to cure an encroachment, if permitted by requirements), or involving or requiring any structural changes or additions in or to the Project and regardless of whether such changes or additions are required by reason of any particular use to which the Project, or any part thereof, may be put.

ARTICLE 8

REPRESENTATIONS

Section 8.1 Representations.

Developer represents to Town, that it has not dealt with any broker, finder or like entity in connection with this Agreement or the transactions contemplated and Developer shall, to extent allowed by law, indemnify Town against any claim for brokerage commissions, fees or other compensation by any person alleging to have acted for or dealt with Developer in connection with this Agreement or the contemplated transactions.

ARTICLE 9

NO LIABILITY FOR INJURY OR DAMAGE ETC.

Section 9.1 Non-Liability of Town.

(a) Town Not Liable for Injury or Damage, Etc. Developer shall indemnify and hold the Town harmless, from and against any loss, cost, liability, claim, damage, expense (including without limitation reasonable attorneys' fees and costs), penalty or fine incurred in connection with or arising from any injury (whether physical (including without limitation death), economic or otherwise) to Developer or to any other person in, about or concerning the Project or any damage to or loss, by theft or otherwise of any of Developer's property or of the property of any other person in, about or concerning the Project, irrespective of the cause of injury, damage or loss (including without limitation the acts of negligence of any Developer or occupant of the Project or of any occupants of adjacent or neighboring property or caused by any construction work or by operations in construction of any private, public or quasi-public work on the Project).

(b) Survival. The provisions of this Section 9.1(a) shall survive the expiration of the Term.

Section 9.2 Town's Exculpation.

(a) The Town shall have no liability hereunder, and no property or assets of the Town shall be subject to enforcement procedures for the satisfaction of Developer's remedies hereunder or any other liability arising from or in connection with this Agreement or the Project. Nothing contained herein shall be deemed a waiver or limitation of any equitable remedies available to Developer.

(b) Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon Town's liability as set forth in §768.28, Fla Stat., or of any other constitutional, statutory, common law, or other protections afforded to public bodies or governments.

Section 9.3 Developer's Exculpation.

Except for (a) Developer's liability for conversion, willful misconduct or fraud, and (b) liabilities of Developer arising under applicable law when Town is acting in or pursuant to its governmental capacity, and except with respect to any rights or remedies for non-monetary relief (including without limitation equitable relief), the liability of Developer under this Agreement and with respect to the Project for damages or other monetary amounts shall be limited to Developer's interest in the Project, and no other property or assets of Developer or any Developer Indemnified Party shall be subject to levy of execution or enforcement procedure for the satisfaction of Town's remedies hereunder or any other liability of Developer arising from or in connection with this Agreement or the Project. Nothing contained herein shall be deemed a waiver of limitation or any equitable remedies available to Town. The liability of Developer to Town for monetary damages shall be limited to the value of any incentives received by Developer from Town, adjusted for inflation from the Effective Date, plus reasonable attorney's fees and costs at all tribunal levels.

ARTICLE 10

EVENTS OF DEFAULT, REMEDIES, ETC.

Section 10.1 Events of Default.

The following events shall be an "Event of Default" hereunder:

(a) If a party to this Agreement shall default in the observance or performance of any term, covenant or condition of this Agreement on such party's part to be observed or performed and such party shall fail to remedy such Default within thirty (30) days after written notice by another party of such Default ("Default Notice"). If, however, such a Default is of such a nature that it cannot reasonably be remedied within thirty (30) days (but is otherwise susceptible

to cure), the defaulting party shall have such additional time as is reasonable under the circumstances so long as they diligently pursue curing the Default.

Section 10.2 Enforcement of Performance; Damages; and Termination.

If an Event of Default occurs, subject to the rights of a recognized mortgagee, the non-defaulting party may elect to: (a) enforce performance or (b) observance by the defaulting party of the applicable provisions of this Agreement.

Section 10.3 Strict Performance.

No failure by Town Indemnified Party or Developer Indemnified Party to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available to such party by reason of another party's Default or Event of Default shall constitute a waiver of any such Default or Event of Default or of such covenant, agreement, term or condition or of any other covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement to be performed or complied with by any party, and no Default by any party shall be waived, altered or modified except by a written instrument executed by the other parties. No waiver of any Default or Event of Default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in force and effect with respect to any other then existing or subsequent Default.

Section 10.4 Right to Enjoin Defaults.

In the event of Developer's Default or Event of Default, Town shall be entitled to seek to enjoin the Default or Event of Default and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise, except to the extent Town's remedies are expressly limited by the terms hereof. In the event of any Default by Town of any term, covenant or condition under this Agreement, Developer shall be entitled to seek to enjoin the Default and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise, except to the extent Developer's remedies are expressly limited by the terms hereof. Each right and remedy of Town and Developer provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise except to the extent Town's remedies and Developer's remedies are expressly limited by the terms hereof, and the exercise or beginning of the exercise by Town or Developer of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Town or Developer of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, except to the extent Town's or Developer's remedies are expressly limited by the terms hereof.

Section 10.5 Force Majeure.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent and for so long as such failure or delay is caused by or results

from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, pandemics (to the extent that such delays from pandemics result in the unavailability or delay of governmental authorities to grant Approvals or to perform inspection and/or the unavailability or delay of design professionals, engineers, contractors or laborers) insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority, except for the Town of Loxahatchee Groves if not under a State of Emergency, or the other party. Events of Force Majeure shall extend the period for the performance of the obligations for a period equal to the period(s) of any such delay(s).

Section 10.6 Final Termination.

Upon completion of the conditions contained in Article 10 above, except as to Developer's reversionary interests in the Dedicated Land , this Agreement shall be deemed to be terminated and of no further force or effect.

ARTICLE 11

NOTICES, CONSENTS AND APPROVALS

Section 11.1 Service of Notices and Other Communications.

(a) In Writing. Whenever it is provided that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other (or any recognized mortgagee), or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto or to the Project, each such notice, demand, request, consent, approval or other communication (referred to in this Section 11.1 as a "Notice") shall be in writing (whether or not so indicated elsewhere in this Agreement) and shall be effective for any purpose only if given or served by certified or registered U.S. Mail, postage prepaid, return receipt requested, personal delivery with a signed receipt or a recognized national courier service, addressed as follows or to such other address as a party may provide in writing to the other party:

if to Town: Town of Loxahatchee Groves
 155 F Road
 Loxahatchee, Florida 33470

with a copy to: Town of Loxahatchee Groves Attorney
 Torcivia, Donlon Goddeau & Asay PA
 701 Northpoint Parkway Suite 209
 West Palm Beach, Florida 33407

if to Developer: Dr. Kenneth A. Larson
 1950 Portage Landing N.
 North Palm Beach, FL 33408

with a copy to: Saul, Ewing, Arnstein & Lehr LLP

Attention: John Turner, Esq.
515 N. Flagler Dr., Suite 1400
West Palm Beach, FL 33401

Any such Notice may be given, in the manner provided in this Section 11.1, (i) on either party's behalf by its attorneys designated by such party by notice hereunder, and (ii) at Developer's request, on its behalf by any recognized mortgagee designated in such request.

(b) Effectiveness. Every Notice shall be effective on the date actually received as indicated on the receipt or on the date delivery is refused by the recipient.

(c) References. All references in this Agreement to the "date" of Notice shall mean the effective date as provided in the preceding subsection (b).

Section 11.2 Consents and Approvals.

All consents and approvals which may be given under this Agreement shall, as a condition of their effectiveness, be in writing. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any other act unless provided for elsewhere in this Agreement. Wherever consent or approval is required by either party within this Agreement, such consent or approval shall not be unreasonably withheld.

ARTICLE 12

CERTIFICATES BY TOWN AND DEVELOPER

Section 12.1 Certificate of Developer.

Developer shall, within fifteen (15) days after request by Town for reasonable purposes, execute, acknowledge and deliver to Town, or any other person specified by Town, a written statement (which may be relied upon by such Person) (a) certifying that this Agreement is unmodified and in full force and effect (or if there are modifications, that this Agreement as modified, is in full force and effect and stating such modifications) (and, if so requested, that the annexed copy of this Agreement is a true, correct and complete copy of this Agreement), and (b) stating (i) whether Developer has given Town written notice of any Default, or any event that, with the giving of notice or the passage of time, or both, would constitute a Default by Town in the performance of any covenant, agreement, obligation or condition contained in this Agreement, which Default or event has not been cured, and (ii) whether, to the actual knowledge of Developer (but without independent inquiry), Town is in default in performance of any covenant, agreement, obligation or condition contained in this Agreement, and, if so, specifying in detail each such Default or Event of Default.

Section 12.2 Certificate of Town.

Town shall, within 15 days after requested by Developer for reasonable purposes, execute, acknowledge and deliver to Developer, or such other person specified by Developer, a written statement (which may be relied upon by such Person) (a) certifying that this Agreement is unmodified and in full force and effect (or if there are modifications, that this Agreement, as modified, is in full force and effect and stating such modifications) (and, if so requested, that the annexed copy of this Agreement is a true, correct and complete copy of this Agreement), and (b) stating (i) whether a Default or Event Default has occurred or whether Town has given Developer notice of any event that, with the giving of notice or the passage of time, or both, would constitute an Event of Default, which Default or Event of Default has not been cured, and (ii) whether, to the actual knowledge of Town (but without independent inquiry), Developer is in default in the performance of any covenant, agreement, obligation or condition contained in this Agreement, and, if so, specifying, in detail, each such Default or Event of Default.

ARTICLE 13

MISCELLANEOUS

Section 13.1 **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflict of laws, including without limitation Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, and all applicable provisions of the Town's codes and ordinances.

Section 13.2 **References.**

(a) **Captions.** The captions of this Agreement are for the purpose of convenience of reference only, and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

(b) **Table of Contents.** The Table of Contents is for the purpose of convenience of reference only, and is not to be construed in any way as part of this Agreement.

(c) **Reference to Town and Developer.** The use of the neutral pronoun in any reference to Town or Developer shall be deemed to include any individual Town or Developer, and the use of the words "successors and assigns" or "successors or assigns" of Town or Developer shall be deemed to include the heirs, legal representatives and assigns of any individual of Town or Developer.

(d) **Town's Governmental Capacity.** Nothing in this Agreement or in the parties' acts or omissions in connection herewith shall be deemed in any manner to waive, impair, limit or otherwise affect the authority of Town in the discharge of its police or governmental power.

(e) **Reference to "herein", "hereunder", etc.** All references in this Agreement to the terms "herein", "hereunder" and words of similar import shall refer to this Agreement, as distinguished from the paragraph, Section or Article within which such term is located.

Section 13.3 Entire Agreement.

(a) Entire Agreement. This Agreement, together with the exhibits and attachments, contains all of the promises, agreements, conditions, inducements and understandings among Town or Developer concerning the Project and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between them other than as expressly set forth herein and in such attachments or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously by the parties. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall represent one instrument.

(b) Waiver, Modification, etc. No covenant, agreement, term or condition of this Agreement shall be changed, modified, altered, waived or terminated except by a written instrument of change, modification, alteration, waiver or termination executed by Town or Developer. No waiver of any Default or Event of Default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent Default or Event of Default thereof.

(c) Effect of Other Transactions. No sublease or mortgage, whether executed simultaneously with this Agreement or otherwise, and whether or not consented to by Town, shall be deemed to modify this Agreement in any respect, and in the event of an inconsistency or conflict between this Agreement and any such instrument, this Agreement shall control.

Section 13.4 Invalidity of Certain Provisions.

If any provision of this Agreement or the application thereof to any person or circumstances is, to any extent, finally determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 13.5 Remedies Cumulative.

Each right and remedy of either party provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms at this Agreement), and the exercise or beginning of the exercise by a party of any one or more of the rights or remedies provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, except as otherwise expressly limited by the terms of this Agreement, shall not preclude the simultaneous or later exercise by such party of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise except as otherwise expressly limited by the terms of this Agreement.

Section 13.6 Performance at Each Party's Sole Cost and Expense.

Unless otherwise expressly provided in this Agreement, when any party exercises any of its rights or renders or performs any of its obligations, such party shall do so at its sole cost and expense.

Section 13.7 Agreement Negotiated by All Parties.

The parties recognize and acknowledge that they all participated with the assistance of respective counsel in negotiation and preparation of this Agreement, and neither party shall have any negative inference or presumption raised against it for having drafted the Agreement.

Section 13.8 Successors and Assigns

(a) Successors

The agreements, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, Town and Developer and, except as otherwise provided, their respective successors and assignees and, upon Developer acquiring fee simple title to any portion of the parcels comprising the Subject Property, shall be construed as covenants running with the Subject Property.

(b) Restrictions on Transfer.

Notwithstanding anything contained within this Agreement to the contrary, any Transfer shall be permitted as of right, without Town approval.

Section 13.9 Recording of Agreement.

Developer shall cause a memorandum of this Agreement to be recorded in the Public Records of Palm Beach County, Florida, promptly after (i) the execution and delivery of this Agreement, and (ii) Developer having acquired fee simple title to the parcels comprising the Subject Property and Town shall pay the recording costs in connection therewith.

Section 13.10 Non-liability of Officials and Employees.

No member, officer, director, stockholder, partner, elected or appointed official or employee of Town or Developer shall be personally liable to Town or Developer, as the case may be, or any Permitted Successor in interest, in the event of any default or breach by a party or for any amount or obligation which may become due to the other party or any successor or assignee of such party under the terms of this Agreement, and any and all such personal liability, either at common law or in equity or by constitution or statute, and any and all such rights and claims against every such person or under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

Section 13.11 Conflict of Interest.

Developer represents and warrants that, to the best of its knowledge, no member, official or employee of Town has any direct or indirect financial interest in this Agreement, nor has participated in any decision relating to this Agreement that is prohibited by law. Developer represents and warrants that, to the best of its knowledge, no officer, agent, employee or representative of Town has received any payment or other consideration for the making of this Agreement, directly or indirectly from Developer. Developer represents and warrants that it has not been paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as Town is relying upon the foregoing representations and warranties in entering into this Agreement and would not enter into this Agreement absent the same.

Section 13.12 No Partnership.

The parties acknowledge that it is not their intention under this Agreement to create between themselves a partnership, joint venture, tenancy-in-common, joint tenancy, or agency relationship for the purpose of developing the Project, or for any other purpose whatsoever. Accordingly, nothing in this Agreement or the other documents executed by the parties with respect to the Project shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, or agency relationship of any kind or nature whatsoever between the parties. The provisions of this section shall survive termination of the Agreement.

Section 13.13 Time Periods.

Any time periods in this Agreement of less than 30 days shall be deemed to be computed based on business days (regardless of whether any such time period is already designated as being computed based on business days). In addition, any time period which shall end on a day other than a business day shall be deemed to extend to the next business day.

Section 13.14 Time of Essence.

Time is of the essence under this Agreement.

Section 13.15 No Third Party Beneficiaries.

Nothing in this Agreement shall confer upon any person, other than the parties hereto and their respective successors, nominees, affiliated entities and assignees, any rights or remedies under or by reason of this Agreement, provided that a recognized mortgagee or its designee shall be a third party beneficiary to the extent such recognized mortgagee or such designee is granted rights hereunder. Furthermore, this Agreement shall only be deemed to constitute a covenant running with the land as to the Subject Property or any portion of the Subject Property acquired by Developer by fee simple title.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTION

IN WITNESS WHEREOF, Town and Developer, intending to be legally bound, have executed this Agreement as of the day and year first above written.

TOWN OF LOXAHATCHEE GROVES:

By: _____
Lakisha Burch
Town Clerk

By: _____
Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance of the
Town of Loxahatchee Groves, Florida, only

By: _____
James M. Brako, Town Attorney

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of _____ physical appearance or _____ on line notarization, this _____ day of _____, 2021, by _____, as Mayor of the TOWN OF LOXAHATCHEE GROVES. He/she is personally known to me.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
PRINT NAME OF ACKNOWLEDGER:
TITLE:
COMMISSION NUMBER:
COMMISSION EXPIRES:

Developer

By: _____
Print Name: Dr. Kenneth A. Larson

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ on line notarization, this ____ day of _____ 2021, by Dr. Kenneth A. Larson. He is personally known to me or has produced _____ as identification.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
PRINT NAME OF ACKNOWLEDGER:
TITLE:
COMMISSION NUMBER:
COMMISSION EXPIRES:

EXHIBIT “A” (LEGAL DESCRIPTION)

Exhibit A - 43rd Rd & 145th Ave_Little Turtle Creek Ing-Egr Ease legal for dedication

This Instrument Prepared by and return to:

James Brako, Esq.

701 Northpoint Parkway, Suite 209

West Palm Beach, FL 33407

Parcel Identification No.: 41-41-43-08-00-000-5190

SPECIAL WARRANTY DEED WITH REVISIONARY CLAUSE

This Special Warranty Deed is made and effective as of the ____ day of _____, 2021 by:

GAIL INGRAM, a single woman, KENNETH and IVY LARSON, as husband and wife (collectively, the “Grantor”), whose address is 1950 Portage Landing N. North Palm Beach, FL 33408.

and

TOWN OF LOXAHATCHEE GROVES, a municipal corporation organized and existing under the laws of the State of Florida, Palm Beach County, Florida, (the “Grantee”), whose address is 155 F Road Loxahatchee Groves, Florida, 33470.

Wherever used herein, the terms “Grantor” and “Grantee” shall include all of the parties to this instrument, their successors and assigns.

W I T N E S S E T H:

Grantor, for an in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to **Grantee** the following described land lying, situate and being in Broward County, Florida (the “**Property**”), to wit:

See Exhibit “A” attached hereto and made a part hereof.

Together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, provided however **Grantor** quit-claims, releases and remises unto **Grantee** the riparian rights appurtenant to the Property.

This conveyance is subject to (i) taxes and assessments for the year 2021 and all subsequent years; (ii) existing zoning and governmental regulations, if any, and (iii) covenants, restrictions and public utility easements of record, if any, but this reference shall not operate to re-impose same.

To have and to hold, in fee simple forever, or until such time, as the gate is removed from the locally known cut-through, (as defined in the Development Agreement between the Grantor and Grantee executed simultaneously herewith and incorporated herein by reference, located at 43rd Road North and 140th Avenue North ("Cut-Through") or until an acceptable, alternative legal means of ingress/egress is made available to Town residents.

It is the intent of the parties, that the property legally described herein be used as access for Town residents. When the Cut-Through or an acceptable, alternative legal means of ingress/egress is available to Town residents after removal of the gate or otherwise, and Grantor reimburses the Grantee for its costs to construct the road on the Property in accordance with the cost sharing terms and conditions contained in the Development Agreement, the Property legally described herein, shall revert back to Grantors, their successors, heirs and assigns.

Grantor hereby covenants with **Grantee** that, at the time of the delivery of this deed, **Grantor** is lawfully seized of the Property in fee simple, that **Grantor** has good right and lawful authority to sell and convey the Property, that the Property is free from all encumbrances made by **Grantor** and that **Grantor** will warrant and defend the same against the lawful claims of all persons claiming by, through or under **Grantor**, but against none other, excepting therefrom the quit-claim, release and remise of riparian rights appurtenant to the Property.

In witness whereof, Grantor has hereunto set their hands and seals as of the day and year first above written.

[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Gail Ingram

Printed name of Witness

Presence: Physical___ Online___

Printed name of Witness

Presence: Physical___ Online___

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 _____, 2021 by Gail Ingram, who is ☐ personally known to me or ☐ produced _____ as identification.

NOTARY SEAL

NOTARY PUBLIC

Printed
Name:

My Commission
Expires:

Witness

Ivy Larson

Printed name of Witness

Presence: Physical____ Online____

Witness

Printed name of Witness

Presence: Physical____ Online____

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 _____, 2021 by Ivy Larson, who is ☐ personally known to me or ☐ produced _____ as identification.

NOTARY SEAL

NOTARY PUBLIC

Printed
Name:

My Commission
Expires:

Witness

Dr. Kenneth A. Larson

Printed name of Witness

Presence: Physical____ Online____

Witness

Printed name of Witness

Presence: Physical____ Online____

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 _____, 2021 by Dr. Kenneth A. Larson, who is ☐ personally known to me or ☐ produced _____ as identification.

NOTARY SEAL

NOTARY PUBLIC

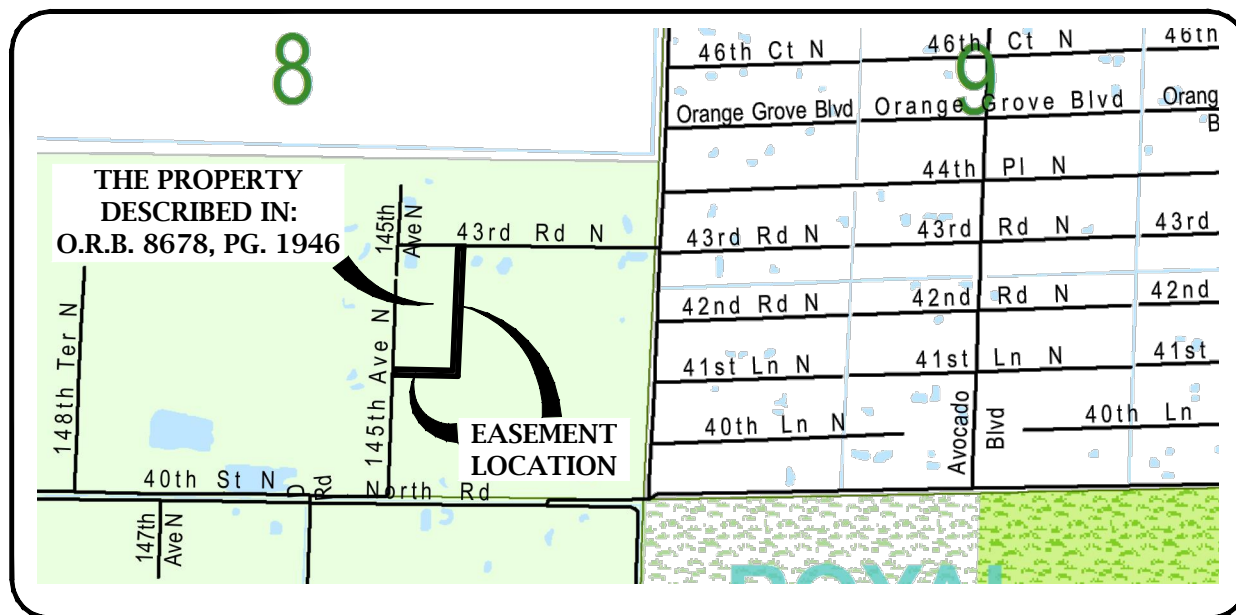
Printed
Name:

My Commission
Expires:

EXHIBIT “A”
SKETCH & LEGAL DESCRIPTION OF PROPERTY

Exhibit A - 43rd Rd & 145th Ave Little Turtle Creek Ing-Egr Ease legal for dedication

EXHIBIT A



LOCATION MAP ~ NOT TO SCALE

SURVEYORS' NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY KESHAVARZ & ASSOCIATES, INC.

DATE OF LEGAL DESCRIPTION: FEBRUARY 22, 2021

KESHAVARZ & ASSOCIATES, INC.

SCOTT F. BRYSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No.: 5991

LEGEND

C/L = CENTERLINE
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POT = POINT OF TERMINUS
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT
LAE = LIMITED ACCESS EASEMENT
Δ = DELTA ANGLE
R = RADIUS
L = ARC LENGTH
C = CHORD LENGTH
CB = CHORD BEARING



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-3600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

INGRESS - EGRESS EASEMENT

DRAWN: SFB	DATE: 02/22/21	SCALE: N/A
CHECKED: SFB	PROJECT No: 13-1020	DWG No: A13-1020
APPROVED: SFB		SHEET No: 1 OF 3

EXHIBIT A

LEGAL DESCRIPTION:

A 30.00 FOOT WIDE STRIP OF LAND BEING A PORTION SECTION 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA;

THE EAST 30.00 FEET AND THE SOUTH 30.00 FEET OF THE BELOW DESCRIBED PARCEL OF LAND;

THE BELOW PARCEL OF LAND AS DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN OFFICIAL RECORD BOOK 8678, PAGE 1946, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA;

THE WEST ONE-HALF (W1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES OVER THE SOUTH 30 FEET OF THE WEST ONE-HALF (W1/2) OF THE WEST ONE-HALF (W 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4), THE EAST 30 FEET OF THE WEST ONE-HALF (W 1/2) OF THE WEST ONE-HALF (W 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) AND THE NORTH 30 FEET OF THE EAST THREE-QUARTERS (E 3/4) OF THE SOUTH ONE-HALF (S 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

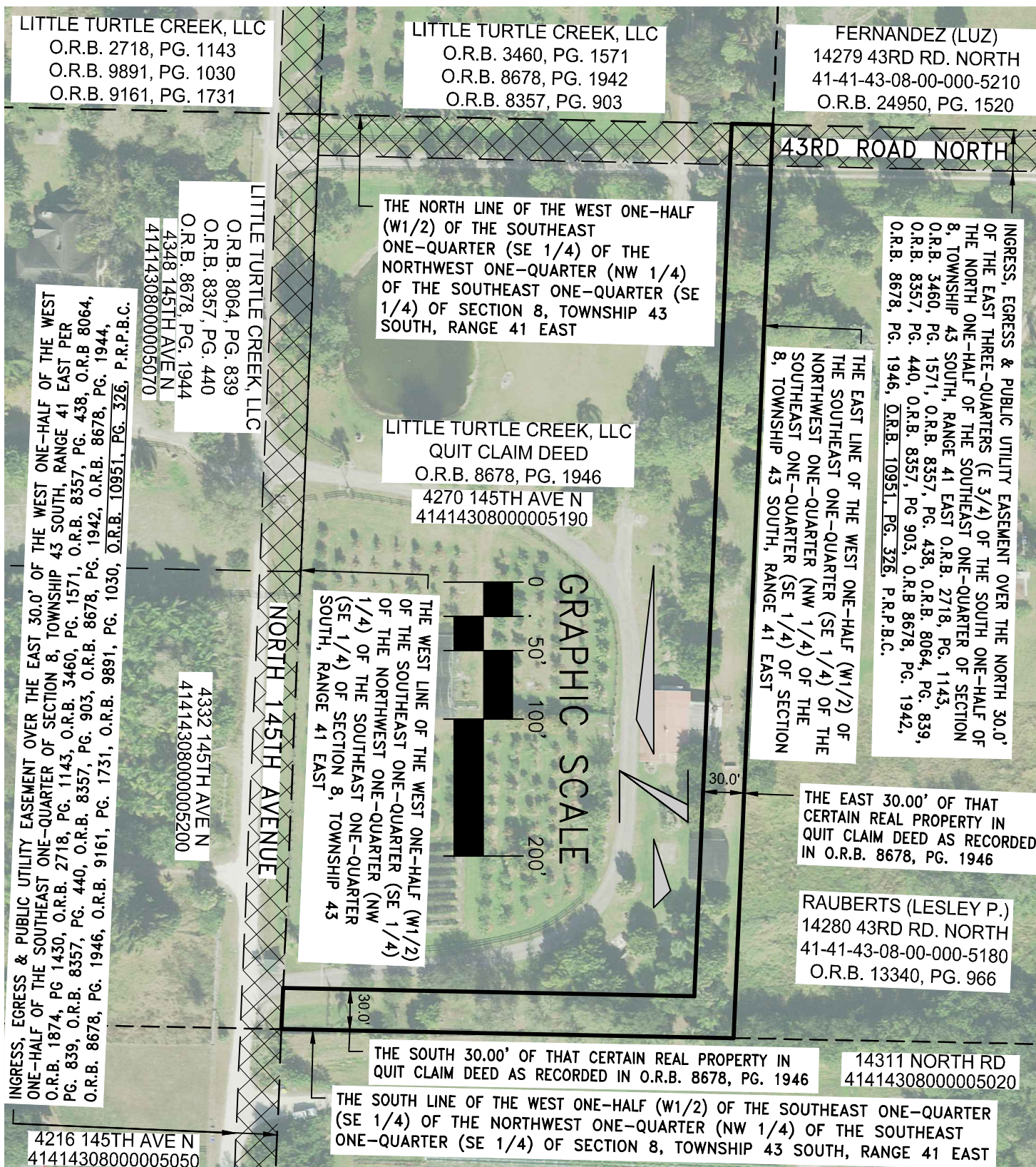
**DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES**

INGRESS - EGRESS EASEMENT

DRAWN: SFB	DATE: 02/22/21	SCALE: N/A
CHECKED: SFB	PROJECT No: 13-1020	DWG No: A13-1020
APPROVED: SFB		SHEET No: 2 OF 3

EXHIBIT A

P:\13-1020 Lox Groves General\KA DWG-xSV-131020 Little Turtle Creek Inq-Egr Ease.dwg Monday, February 22, 2021 6:59:44 PM



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

INGRESS - EGRESS EASEMENT

DRAWN: SFB	DATE: 02/22/21	SCALE: 1" = 100'
CHECKED: SFB	PROJECT No: 13-1020	DWG No: A13-1020
APPROVED: SFB		SHEET No: 3 OF 3

Town of Loxahatchee Groves

Little Turtle Creek 43 Road N to 145 Avenue N

Scope of Work for 30 Ft x 990 LF Right-of-way Improvement

Mobilization...(Porta-Potty, etc).....	\$ 2,000.00
Survey and Stake.....	\$ 1,500.00
Tree survey.....	\$ 1,500.00
Clear and grub.....	\$ 17,000.00
MOT.....	\$ 1,000.00
Install two culvert crossings.....	\$ 14,000.00
Del. and Place base rock.....	\$ 12,000.00
Crown grade base rock..(Town Grader).....	IKS
Water Truck...(Town Truck).....	IKS
Roller Del., Rental, Pick-up.....	\$ 2,000.00
Install Signage.....	\$ 300.00
Total Estimate.....	<u>\$ 51,300.00</u>

Soft Cost.....(Eng., density test, etc.)

15% Contingency.....**\$ 7,700.00**

Total.....\$59,000.00

Larry Peters

From: DM Young Tree Service <dmyoungtreeandlawn@gmail.com>
Sent: Saturday, March 6, 2021 9:19 AM
To: Larry Peters
Subject: Proposal For Tree Work: Little Turtle Farm LLC

Lary Peters
Director of Public Works
Town Of Loxahatchee Groves
PBC. FL 33470
561-277-2151

PARCEL # 41414308000005160

Proposal For Tree Work: At Little Turtle Farm Clear and Grub at 43 RD and 145 Avenue:

1. Remove The Following Trees and Grind Out the Stumps. Including are the following Trees.

- A). 3 Ficus Trees.
- B). 6 Queen Palm Trees.
- C). 3 Rosewood Trees.
- D). 3 Reclinata Palms.
- E). 7 Areca Palms.
- F). 1 Cypress Trees.
- G). 2 Oak Trees.
- H). 2 Guava Trees.
- I). 1 China Fan Palms.
- J). 15 Sabal Palms.
- K). 1 Florida Holly Tree.
- L). 1 Palmetto Palm.
- M). 1 Myrsine Tree.
- N). 1 Simpson Stopper.
- O). Chip up and haul away the debris.

2. To Trim Off New Road: Trees Included Are:

- A). 1 Oak Tree.
- B). 3 Juniper Trees.
- C). 1 Reclinata Tree.
- D). 1 Java Plum Tree.
- E). Chip up and haul away the debris.

Total Cost \$19,000.00

Merle T. Young 3-6-2021



TOWN OF LOXAHATCHEE GROVES

4270 145 Avenue N

DATE
03/15/21

PROJECT TITLE				PROJECT NO.	
Town of Loxahatchee Groves					
LOCATION					
LOXAHATCHEE GROVES,					
ESTIMATED BY			CHECKED BY		APPROVED BY
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE MAT. & LAB	ESTIMATED AMOUNT
OVERALL BASE PROJECT					
	Roadway Improvements				
1	Mobilization	1	SL	\$3000.00	\$3,000.00
2	Survey and Stake	1	SL	\$1500.00	\$1,500.00
3	Clear and grub	3,300	SY	\$3.50	\$11,550.00
4	MOT	1	SL	\$2500.00	\$2,500.00
5	Install two culvert crossings	2	UNIT	\$5000.00	\$10,000.00
6	Deliver and Place base rock 6" depth	3,300	SY	\$7.00	\$23,100.00
7	Water and Compact	3,300	SY	\$2.00	\$6,600.00
8	Crown grade base rock	1,870	SY	\$13.00	\$24,310.00
9	Slope swale area	1,650	SY	\$6.60	\$10,890.00
10	Sod swale as needed	1,650	SY	\$3.00	\$4,950.00
11	Install Signage	4	UNIT	\$200.00	\$800.00
12	Soft Cost.....(Eng., density test, etc.)	1	SL	\$3500.00	\$3,500.00
13	Contingency (15%)	1	SL	\$16700.00	\$16,700.00
14	OH&P (18%)	1	SL	\$20000.00	\$20,000.00
				Subtotal =	\$139,400.00



CONTRACTING OF PALM BEACH, INC.

1544 "B" Road

LOXAHATCHEE, FL 33470

PHONE 561-718-3319

EMAIL jorgeperezatwbi@aol.com

PROPOSAL/CONTRACT

Proposal submitted to: Town of Loxahatchee Groves

155 F Road

Loxahatchee, Fl 33470

Phone: 561-793-2418

Email: Lpeters@loxahatcheegrovesfl.gov

Contact: Larry Peters

March 15, 2021

Proposal submitted by Jorge Perez

Job Name: Roadway Construction at 4270 145th Ave N.

We offer the following proposal subject to the terms outlined as follows:

Roadway Construction-

Install 15 foot wide shell rock roadway with swales on each side for a distance of 990 l.f.

TOTAL ESTIMATE: \$85,652.50

*Estimate based on quantities shown in the Unit Prices listed below

Job Name				
4270 145th Ave N.- Road Construction				
WBI Contracting of Palm Beach, Inc.				
Mobilization	1	l.s.	2500	\$2500.00
Clearing & Grubbing	1	l.s.	18000	\$18,000.00
Import Fill	500	c.y.	10.25	\$5,125.00
Surveying & Stakes	1	l.s.	2750	\$2750.00
Install Culvert Crossings	2	ea	3500	\$7000.00
Deliver and Place Base Rock	1650	s.y.	14	\$23100.00
Water and compact	1650	s.y.	0.75	\$1237.50
Crown grade base Rock	1650	s.y.	0.75	\$1237.50
Slope swale area	1650	s.y.	0.90	\$1485.00
Sod swale as needed	990	l.f.	3.25	\$3217.50
Install Signage	1	l.s.	500	\$500.00
Soft Costs	1	l.s.	5000	\$5000.00
Contingency	1	l.s.	500	\$500.00
Overhead & Profit	1	l.s.	14000	\$14000.00
				\$85,652.50

PRICES VALID FOR 60 DAYS

Accepted by: _____

WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. INC.

WEST PALM BEACH, FL. 33411

Estimate

Date	Estimate #
3/10/2021	4562

314 inlet way
roadway construction

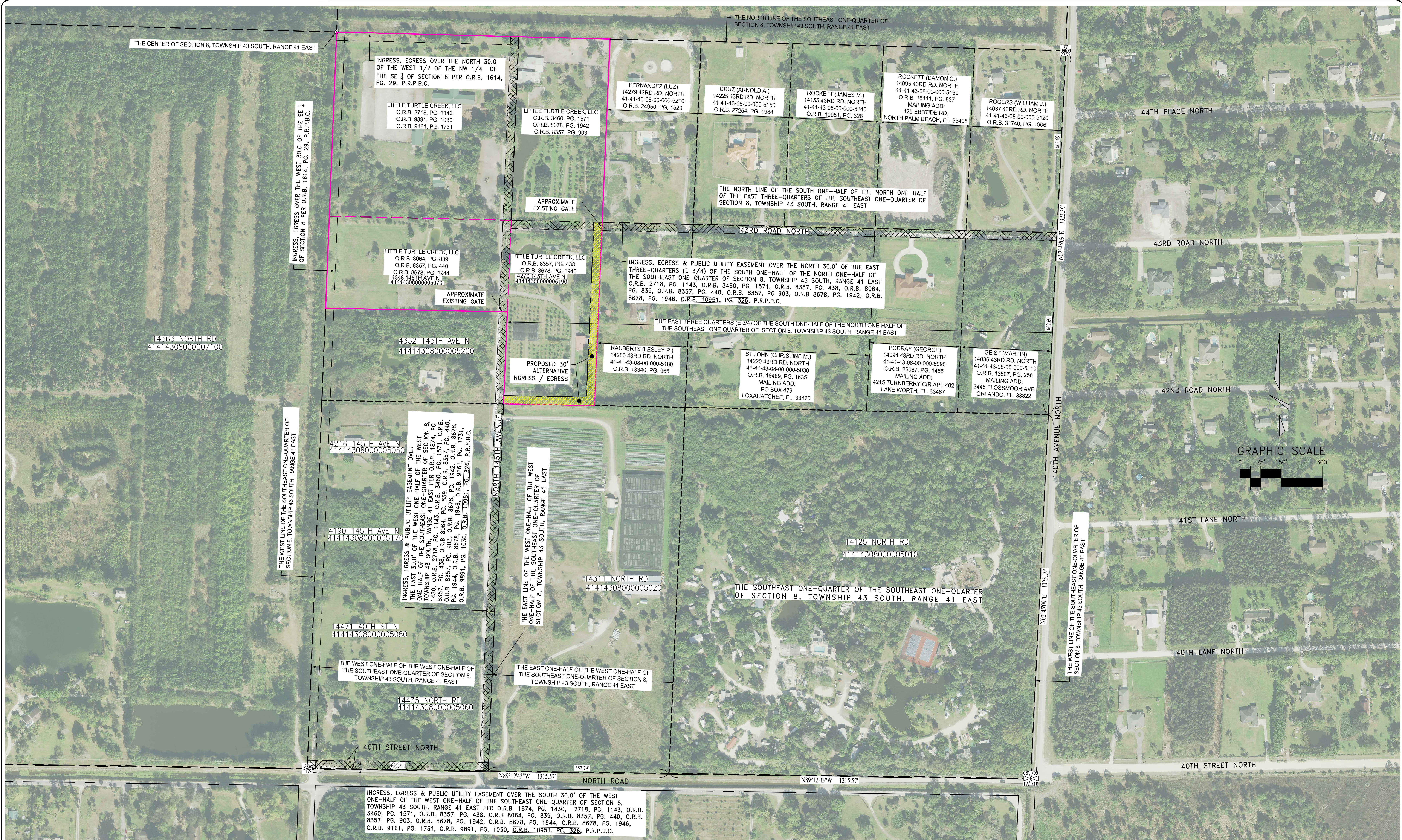
Ship To

Attn:Larry

Project

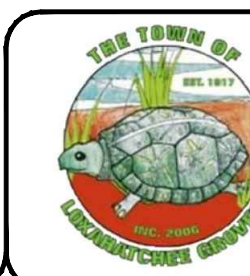
Item	Description	Qty	Rate	Total
9-004	CLEARING & GRUBBING PER ACRE	1	50.00	50.00
9-006	REGULAR EXCAVATION PER CY	750	4.50	3,375.00
9-010	FINISH GRADING PER SY	3,300	2.00	6,600.00
9-009	FINISH EXISTING ROCK BASE (INCL PRIME COAT) PER SY	3,300	4.00	13,200.00
9-013	8" BASE (INCL PRIME COAT) PER SY	3,300	17.50	57,750.00
9-021	REUSE MILLINGS FOR PATHWAY (6" DEEP) PER SY	3,300	6.00	19,800.00
9-073	HDPE PIPE CULVERT (24") (CLASS II) PER LF	40	75.00	3,000.00
9-092	ADS FLARED END (24" HDPE) PER EACH	4	1,000.00	4,000.00
9-150	TREE REMOVAL (12"-24" CALIPER) PER EACH	52	500.00	26,000.00
9-142	SEED & MULCH PER SY	2,000	3.00	6,000.00
			Total	\$139,775.00
Phone # 561-686-6077 Fax # 561-686-2433 rickatwynnandsons@comcast.net				

P:\13-1020 Lox Groves General\VA DWG\XSV-131020 43rd Rd North.dwg Wednesday, March 24, 2021 12:04:10 PM



LEGEND OF ABBREVIATIONS

O.R.B. = OFFICIAL RECORD BOOK
PG. = PAGE
P.R.P.B.C. = PUBLIC RECORDS, PALM BEACH COUNTY, FL



KESHAVARZ & ASSOCIATES
Civil Engineers • Land Surveyors
711 North Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 689-8600 Fax: (561) 689-7476

DETAIL OF THE SOUTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST

DATE 09/28/2020	CHECKED SFB	PROJECT No.	SHEET No.
SCALE 1" = 150'	APPROVED SFB	13-1020	1 OF 1
DRAWN SFB	DWG No: D13-1020A		

Dimensions.Guide

Semi-Trailer Truck (40' WB) Turning

