

Prepared by and return to:

Anthony Kang, Esq.
Saul Ewing LLP
701 Brickell Avenue, 17th Floor
Miami, FL 33131
(305) 428-4500

Parcel ID Nos:

36-43-42-20-01-114-0010
36-43-42-20-01-114-0090
36-43-42-20-01-114-0391
36-43-42-20-01-114-0351
36-43-42-20-01-114-0352
36-43-42-20-01-114-0130

GREENWAY EASEMENT AGREEMENT

This Greenway Easement Agreement (this “**Agreement**”) is entered into this ____ day of _____, 2023, (the “**Effective Date**”) by and between **FOREST DEVELOPMENT LLC**, a Florida limited liability company (“**Owner**”) and **TOWN OF LAKE PARK**, a Florida municipal corporation (“**Town**”). Owner and Town are sometimes hereinafter referred to, individually, as a “**Party**,” and, collectively, as the “**Parties**.”

WHEREAS, Owner is the fee simple owner of that certain property located at 131, 133, 139 & 211 Federal Highway, 138 and 220 Lake Shore Drive in the Town of Lake Park, Florida, 33403 as more particularly described on Exhibit "A" attached hereto and incorporated herein (collectively, the "**Property**");

WHEREAS, Town is the municipal corporation with jurisdiction over the Property;
and

WHEREAS, Town is requiring and Owner hereby grants to the Town two (2) non-exclusive “greenway easements” for the Town to the Property as more depicted and described on Exhibit “B” and Exhibit “C” attached hereto and incorporated herein (collectively, the “**Easements**”) for purposes of allowing public access along and within the areas of such “greenway easements”, which are to be included within, governed by, or to be governed by that certain Declaration of Condominium for the Nautilus 220 Condominium to be recorded in the Public Records in and for Palm Beach County, Florida (the “**Declaration**”).

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the Parties agree as follows:

1. **Recitals**. The Parties hereto agree that the foregoing Recitals are true and correct. The Recitals are incorporated into this Agreement as if fully rewritten.

2. **Grant of Non-Exclusive Easements.** Owner hereby grants the Easements to the Town. The Easements shall be non-exclusive to the use of the Easements by Owner and any use of the Easements by any utility companies under over or through the Easements.

3. **Maintenance of the Easements.** Commencing on the Effective Date, the Owner shall maintain the Easements to a reasonable standard required by the Town or as provided in the Declaration.

4. **Compliance with the Declarations.** Notwithstanding anything contained in this Agreement to the contrary, Owner shall comply in all respects with the Declaration, including obtaining the consent or approval of the Town for any improvements, maintenance, repairs or other actions or inactions that require Town approval or consent under the Declaration.

5. **Default.**

a) If Owner shall be in default in the performance of any of the terms or covenants of this Agreement and has not cured such default within ninety (90) days after the receipt of such notice or has not commenced such cure after receipt and continued same with all due diligence to conclusion, the Town shall have the right, but not the duty, to cure such default and Owner shall promptly reimburse the Town for all costs incurred (including reasonable attorney's fees) and all monies advanced by the Town in attempting to cure such default. If the costs incurred by the Town are not paid within thirty (30) days after the receipt of written notice by the Owner of such costs, the Town may record a lien against the Property, and proceed with any or all equitable remedies, or at law.

b) No breach of this Agreement or default by any of the Parties hereto shall entitle any party hereto to terminate or cancel this Agreement.

c) This Agreement may be enforced only by the Parties hereto or such other persons as may become a party hereto at a later date.

d) In the event of any violation or threatened violation of the terms or covenants of this Agreement by any of the Parties hereto, then the other Party hereto, its successors or assigns, shall have, in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction, the Parties hereto hereby stipulating that legal relief alone would be inadequate. Prior to the commencement of any such action, written notice of the alleged violation shall be given by the complaining Party to the other Party or person to this Agreement, and to any other party or person responsible for such violation. In the event an action has been commenced in a court of competent jurisdiction, all costs and expenses, including reasonable attorney's fees, of any such suit or proceeding at law or equity shall be assessed against and promptly paid by the prevailing party.

6. **Termination.** The term of this Agreement shall be identical to the term of the Declaration, subject to amendment or termination as provided in the Declaration and subject to a continuation in effect identical to the Declaration without further action by the Parties;

provided, however, that, notwithstanding the foregoing, Owner may terminate this Agreement upon the delivery of thirty (30) days' advance notice to Town.

7. **Indemnification; Waiver of Subrogation.** Owner (herein, individually, "Indemnitor") shall jointly defend, indemnify, and hold harmless the Town from all claims, losses, actions, inactions, proceedings and costs (including reasonable attorney's fees actually incurred and court costs at all trial, administrative and appellate levels) resulting from any accident, injury, loss, or damage occurring to any person or to the property of any person arising out of or resulting from the use of the Easement (provided, however, that the foregoing shall not be applicable to events or circumstances caused by the gross negligence or willful act or omission of a Party). As to each policy of insurance maintained by the Owner which will or would otherwise cover the Owners' indemnification pursuant to this Section 7, the Owner hereby waives and releases all claims against the Town and the agents and elected or appointed officials, and employees of the Town, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of the Town, but only to the extent that such insurance proceeds are received in compensation for such loss. Notwithstanding the foregoing, Owner shall not in any way or manner be held liable or responsible for any matter related to this Agreement, and any member of the public, by virtue of their use and enjoyment of the Easements, hereby acknowledges and agrees that Owner shall not be held liable for any loss or damage for any matter related to this Agreement.

8. **Miscellaneous.**

A. **Amendments.** This Agreement may be amended only by the written consent of the Owner and the Town.

B. **Agreement is Binding Upon Successors.** The successor of any Party shall be bound by the provisions of this Agreement.

C. **Entire Agreement.** This Agreement, and the Exhibits hereto, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties.

D. **Third Parties.** Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

E. **Governing Law/Venue.** This Agreement shall be governed by and construed under the substantive laws of the State of Florida, without regard to Florida choice of law provisions. Venue for any action concerning this Agreement (except for the status of arbitration) shall be Palm Beach County, Florida.

F. **Severability.** If one or more provisions of this Agreement are held by a proper court to be unenforceable under applicable law, portions of such provisions, or such

provisions in their entirety, to the extent necessary and permitted by law, shall be severed herefrom, and the balance of this Agreement shall be enforceable in accordance with its terms.

G. Notices. Each notice relating to this Agreement shall be in writing and delivered in person, by email, facsimile or by registered or certified mail or nationally recognized overnight delivery service. The receipt of any notice transmitted by facsimile or email must be confirmed by any means acceptable in the preceding sentence to be effective; provided, however, that such a confirmation does not, in turn, have to be confirmed. All notices to the Owner shall be addressed to its principal office and place of business. All notices addressed to the Town shall be addressed to the Town Hall building. Any Party may designate a new address by notice to the other Party. Unless otherwise specifically provided in this Agreement, a notice shall be deemed to have been effectively given upon receipt.

H. Further Assurances. The Parties shall execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as, in the reasonable judgment of both Parties, may be necessary or advisable to carry out the intent and purposes of this Agreement.

I. Prevailing Party. In the event of litigation concerning this Agreement, the prevailing party shall be entitled to receive its costs and reasonable attorneys' fees, through and including all appeals, from the non-prevailing party.

J. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which, when so executed, shall be an original, but all of which together shall constitute one and the same agreement. This Agreement, following its execution, may be delivered via telecopier machine or other form of electronic delivery by the Parties hereto, which shall constitute delivery of an execution original for all purposes.

K. Waiver of Jury Trial. **EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE ACTIONS OF THE PARTIES TO THIS AGREEMENT IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.**

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

This Agreement is executed as of the date and year first above written.

OWNER:

FOREST DEVELOPMENT LLC,
a Florida limited liability company

By: NAUTILUS JV HOLDINGS, LLC,
a Delaware limited liability company,
its Sole Member

By: _____
Name: Peter Baytarian
Title: Manager

WITNESSES:

DAVID RADEST
Print Name

[Signature]
Signature

Elizabeth Richardson
Print Name

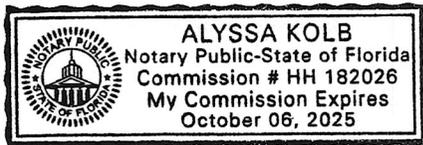
[Signature]
Signature

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 11th day of May, 2023, by Peter Baytarian, as Manager of NAUTILUS JV HOLDINGS, LLC, a Delaware limited liability company, as Sole Member of FOREST DEVELOPMENT LLC, a Florida limited liability company, on behalf of the company, who is [] personally known to me or [] has produced as identification.

[Notary Seal]



Alyssa Kolb
Notary Public
Print Name: Alyssa Kolb
My Commission Expires: 10/6/25

TOWN:

TOWN OF LAKE PARK, a Florida municipal corporation

By: _____

Name: Roger Michaud

Title: Mayor

WITNESSES:

Print Name

Signature

Print Name

Signature

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by _____ as _____ of **TOWN OF LAKE PARK**, a Florida municipal corporation, on behalf of the Town, who is [] personally known to me or [] has produced as identification.

[Notary Seal]

Notary Public

Print Name: _____

My Commission Expires: _____

Exhibit A

Property

PARCEL 1:

LOTS 13, 14 AND 15, LESS COUNTY ROAD RIGHT-OF-WAY; AND THE WEST 70 FEET OF LOTS 32, 33 AND 34, ALL IN BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGES 15 AND 23.

PARCEL 2:

LOTS 9, 10, 11 AND 12, AND THE WEST 76.70 FEET OF LOTS 35, 36, 37 AND 38, ALL IN BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 23, LESS THAT PORTION CONVEYED FOR ROAD RIGHT-OF-WAY DESCRIBED IN DEED BOOK 803, PAGE 223, AND DEED BOOK 803, PAGE 305, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3:

THE EAST 210 FEET OF LOTS 35, 36, 37 & 38, BLOCK 114, LAKE PARK (FORMERLY KELSEY CITY), ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGES 15 AND 23.

PARCEL 4:

LOTS 1 TO 8, BOTH INCLUSIVE, BLOCK 114, LESS THE WEST 20 FEET THEREOF FOR ROAD RIGHT-OF-WAY, AND THE WEST 108 FEET OF LOTS 39 TO 46, BOTH INCLUSIVE, BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGES 15 AND 23.

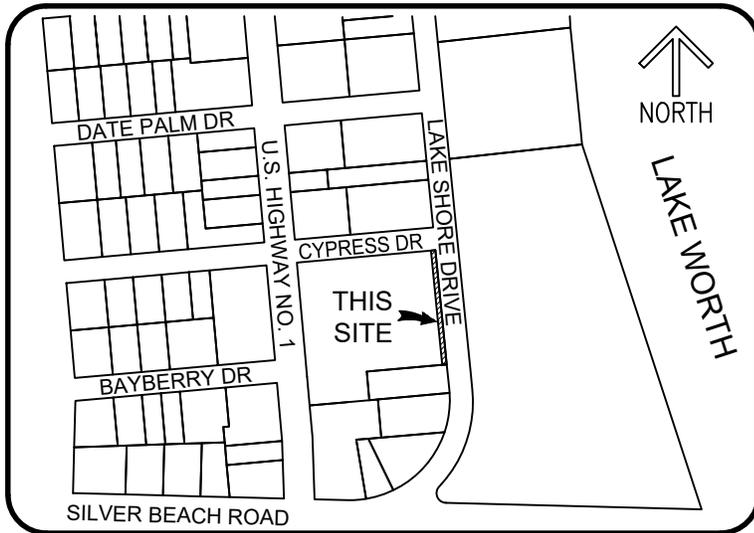
PARCEL 5:

LOTS 39, 40, 41, 42, 43, 44, 45 AND 46, BLOCK 114, LESS THE WEST 108 FEET THEREOF KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 8, PAGE 23.

FOR INFORMATIONAL PURPOSES ONLY: Parcel ID Numbers: 36-43-42-20-01-114-0010; 36-43-42-20-01-114-0090; 36-43-42-20-01-114-0391; 36-43-42-20-01-114-0351; 36-43-42-20-01-114-0352; and 36-43-42-20-01-114-0130.

Exhibit B

Easements



LOCATION SKETCH
(NOT TO SCALE)

DESCRIPTION:

THE EAST 10.00 FEET OF LOTS 35 THROUGH 46, INCLUSIVE, BLOCK 114, KELSEY CITY (NOW KNOWN AS LAKE PARK), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PAGE BOOK 8, PAGES 15 AND 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 3,000 SQUARE FEET (0.0689 ACRE), MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON FEBRUARY 13, 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 4



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

**PUBLIC GREENWAY – LAKE SHORE DRIVE
NAUTILUS 220
SKETCH AND DESCRIPTION**

DAVID E. ROHAL
PROFESSIONAL LAND
SURVEYOR NO. 4315
STATE OF FLORIDA
LB 3591

DATE	2-13-2023
DRAWN BY	dr
F.B./ PG.	N/A
SCALE	NONE
JOB	9622-1 GREEN-E

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 THE CENTERLINE OF LAKE SHORE DRIVE HAVING AN ASSUMED BEARING OF SOUTH 05°34'25" EAST.
5. DISTANCES SHOWN HEREON ARE REFERENCED TO THE UNITED STATES SURVEY FOOT.
6. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.
7. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

LEGEND/ABBREVIATIONS:

- ☉ - CENTERLINE
- FPL - FLORIDA POWER & LIGHT COMPANY
- O.R.B. - OFFICIAL RECORDS BOOK
- (P) - PLAT
- P.B. - PLAT BOOK
- P.O.B. - POINT OF BEGINNING
- PGS. - PAGES
- R/W - RIGHT-OF-WAY
- SUAE - SEACOAST UTILITY AUTHORITY EASEMENT
- U.E. - UTILITY EASEMENT

THIS IS NOT A SURVEY

SHEET 2 OF 4

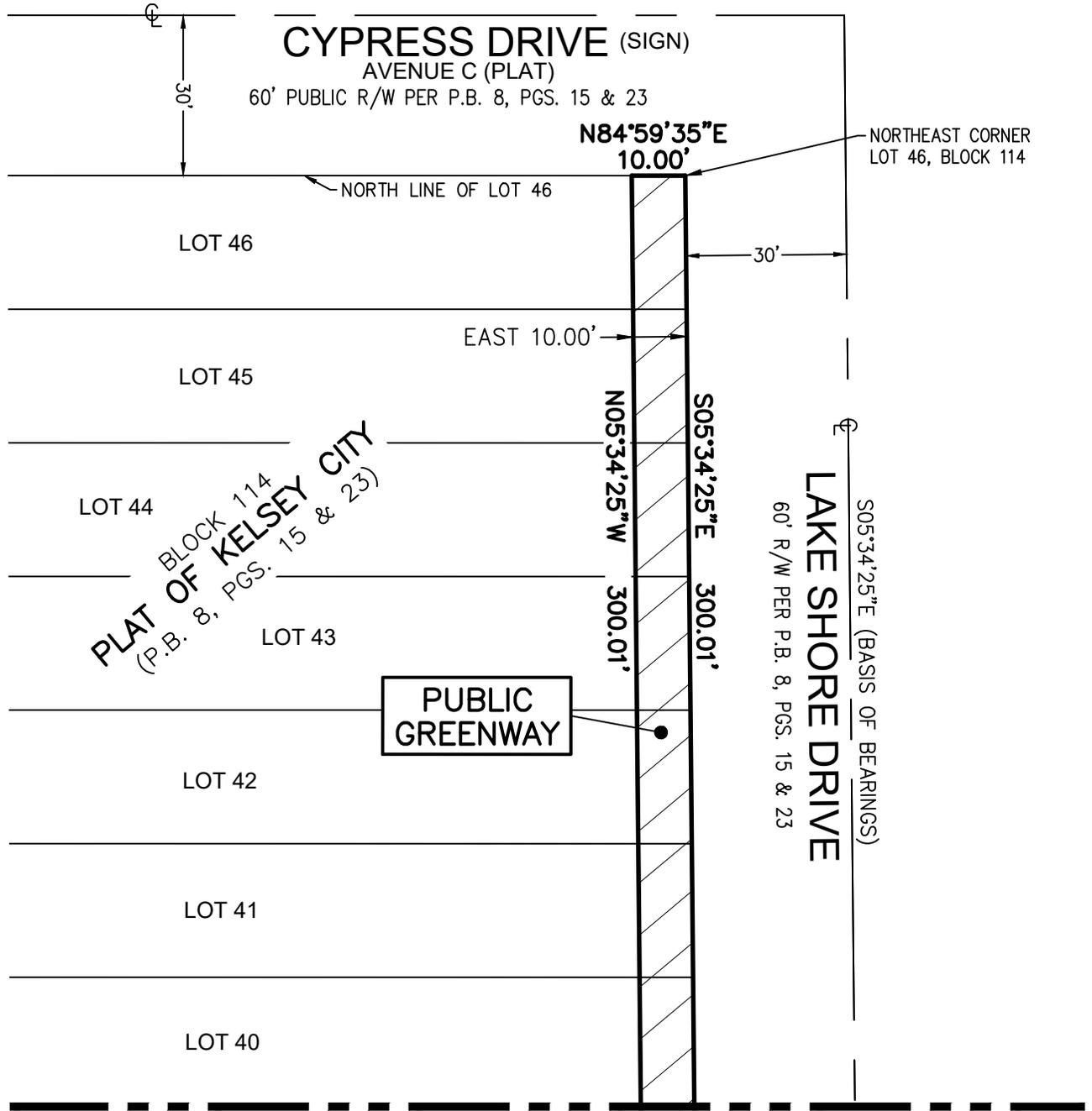


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PHONE (561)-392-1991 / FAX (561)-750-1452

PUBLIC GREENWAY - LAKE SHORE DRIVE
NAUTILUS 220
SKETCH AND DESCRIPTION

DATE	2-13-2023
DRAWN BY	dr
F.B./ PG.	N/A
SCALE	NONE
JOB	9622-1 GREEN-E



SEE LEGEND ON SHEET 2
 THIS IS NOT A SURVEY

MATCHLINE - SEE SHEET 4

SHEET 3 OF 4



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 GLADES ROAD - SUITE 100
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GRAPHIC SCALE



(IN FEET)
 1 INCH = 30 FEET

DATE 2-13-2023

DRAWN BY dr

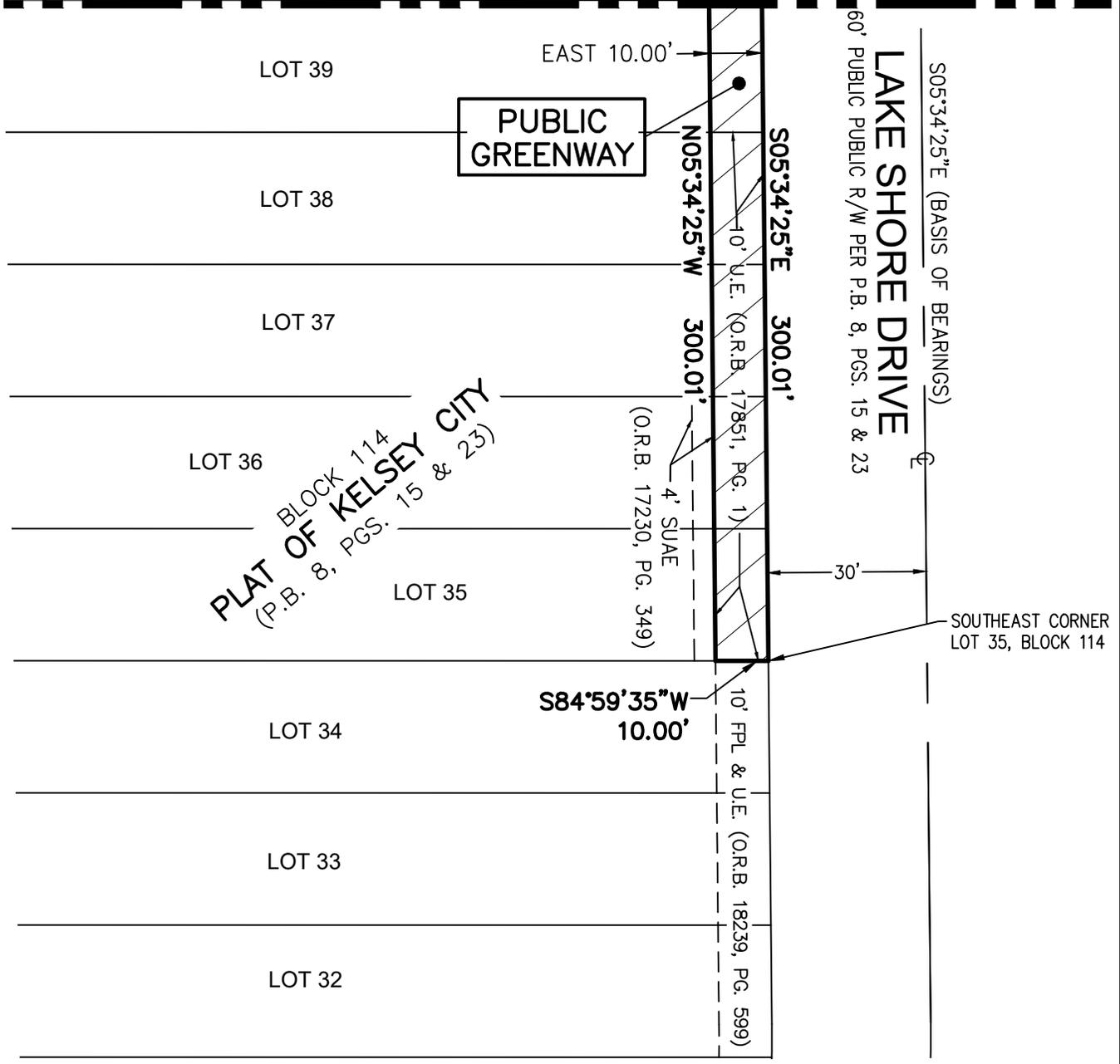
F.B./ PG. N/A

SCALE AS SHOWN

JOB 9622-1 GREEN-E

PUBLIC GREENWAY - LAKE SHORE DRIVE
NAUTILUS 220
SKETCH AND DESCRIPTION

MATCHLINE - SEE SHEET 3



SEE LEGEND ON SHEET 2

THIS IS NOT A SURVEY

SHEET 4 OF 4

CAULFIELD & WHEELER, INC.
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GRAPHIC SCALE

0 15 30

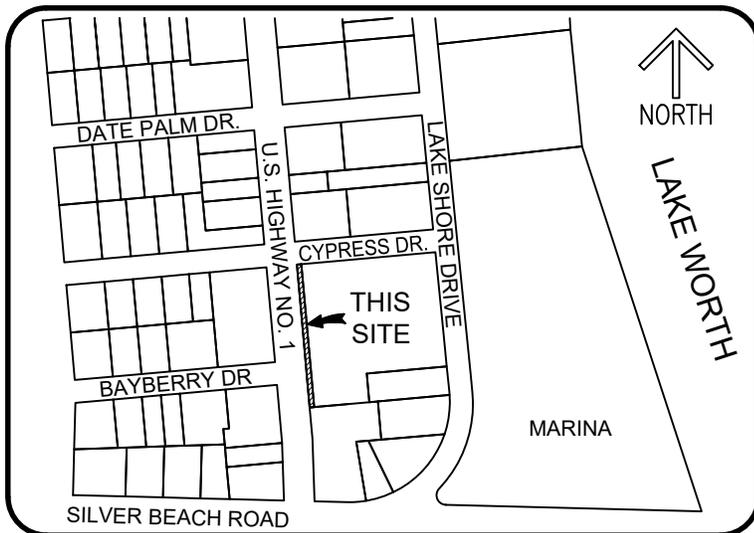
(IN FEET)
 1 INCH = 30 FEET

DATE	2-13-2023
DRAWN BY	dr
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB	9622-1 GREEN-E

PUBLIC GREENWAY - LAKE SHORE DRIVE
 NAUTILUS 220
 SKETCH AND DESCRIPTION

Exhibit C

Easements



LOCATION SKETCH
(NOT TO SCALE)

DESCRIPTION:

PORTIONS OF LOTS 1 THROUGH 15, BLOCK 114, KELSEY CITY (NOW KNOWN AS THE TOWN OF LAKE PARK), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 15 AND 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF WAY-LINE OF OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) AND THE NORTH LINE OF SAID LOT 1; THENCE NORTH 84°59'35" EAST, ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 10.00 FEET; THENCE SOUTH 05°00'25" EAST A DISTANCE OF 268.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 5,769.65 FEET, A CENTRAL ANGLE OF 01°03'25" AND AN ARC DISTANCE OF 106.43 FEET TO THE SOUTH LINE OF SAID LOT 15; THENCE SOUTH 84°59'35" WEST, ALONG SAID SOUTH LINE OF LOT 15, A DISTANCE OF 10.00 FEET TO SAID EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5), SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, TO WHICH THE RADIUS POINT BEARS SOUTH 86°03'06" WEST; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 5,759.65 FEET, A CENTRAL ANGLE OF 01°03'31" AND AN ARC DISTANCE OF 106.43 FEET TO THE POINT OF TANGENCY; THENCE NORTH 05°00'25" WEST, AND CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 268.58 FEET TO THE PONT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA, AND CONTAINING 3,750 SQUARE FEET (0.0861 ACRE), MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 5, 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 4

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

PUBLIC GREENWAY – U.S. NO. 1
NAUTILUS 220
SKETCH AND DESCRIPTION

DAVID E. ROHAL
PROFESSIONAL LAND
SURVEYOR NO. 4315
STATE OF FLORIDA
LB 3591

DATE	5-5-2023
DRAWN BY	dr
F.B./ PG.	N/A
SCALE	NONE
JOB	9622-1 GREEN-W

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. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO THE CENTERLINE OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) HAVING AN ASSUMED BEARING OF NORTH 05°00'25" WEST.
6. DISTANCES SHOWN HEREON ARE REFERENCED TO THE UNITED STATES SURVEY FOOT.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.
8. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
9. THE INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 24397, PAGE 1082, PALM BEACH COUNTY PUBLIC RECORDS HAS BEEN ABANDONED AND VACATED PURSUANT TO TOWN OF LAKE PARK RESOLUTION 34-04-23, AND IS NOT SHOWN HEREON.

LEGEND/ABBREVIATIONS:

- Δ - CENTRAL ANGLE (DELTA)
- ☉ - CENTERLINE
- F.D.O.T. - FLORIDA DEPARTMENT OF TRANSPORTATION
- L - ARC DISTANCE OR LENGTH
- O.R.B. - OFFICIAL RECORDS BOOK
- (P) - PLAT
- P.B. - PLAT BOOK
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- P.O.B. - POINT OF BEGINNING
- R.P.B. - ROAD PLAT BOOK
- PGS. - PAGES
- R - RADIUS
- R/W - RIGHT-OF-WAY
- U.E. - UTILITY EASEMENT

THIS IS NOT A SURVEY

SHEET 2 OF 4

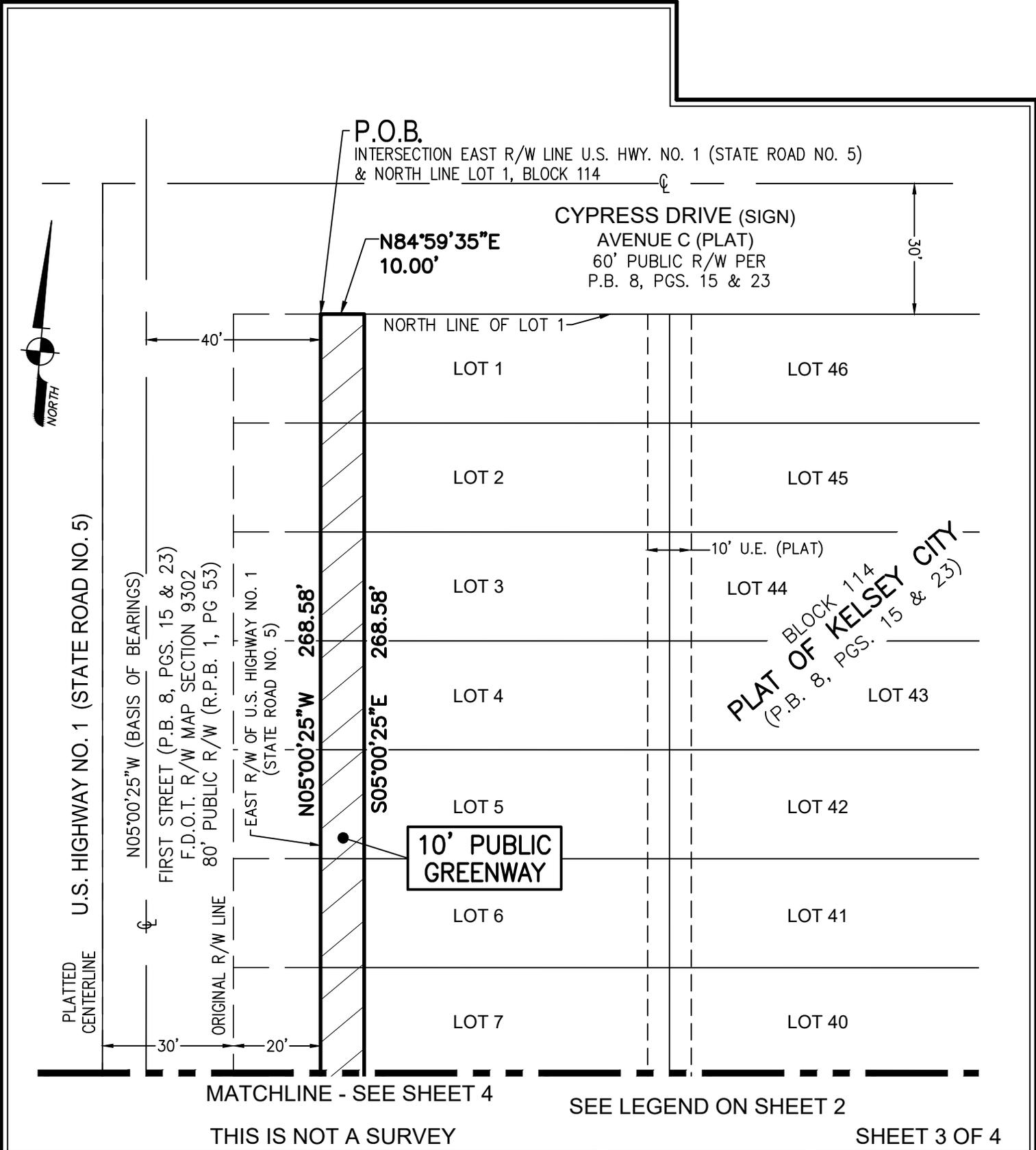


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BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

PUBLIC GREENWAY - U.S. NO. 1
NAUTILUS 220
SKETCH AND DESCRIPTION

DATE	5-5-2023
DRAWN BY	dr
F.B./ PG.	N/A
SCALE	NONE
JOB	9622-1 GREEN-W



THIS IS NOT A SURVEY

SHEET 3 OF 4

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GRAPHIC SCALE

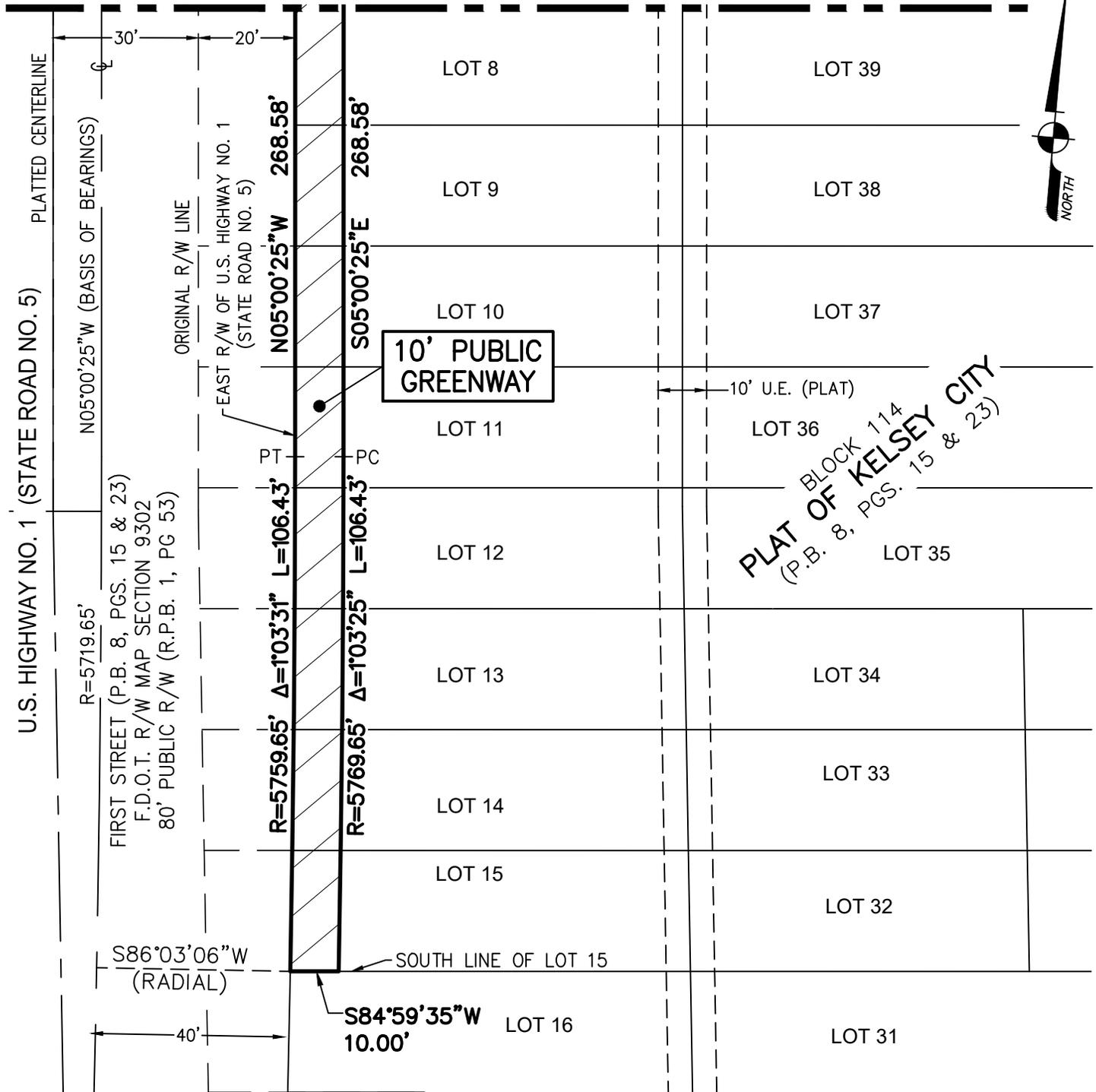
0 15 30

(IN FEET)
1 INCH = 30 FEET

DATE	5-5-2023
DRAWN BY	dr
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB	9622-1 GREEN-W

PUBLIC GREENWAY - U.S. NO. 1
NAUTILUS 220
SKETCH AND DESCRIPTION

MATCHLINE - SEE SHEET 3



THIS IS NOT A SURVEY

SEE LEGEND ON SHEET 2

SHEET 4 OF 4



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7900 GLADES ROAD - SUITE 100
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GRAPHIC SCALE

0 15 30



(IN FEET)

1 INCH = 30 FEET

PUBLIC GREENWAY - U.S. NO. 1
NAUTILUS 220
SKETCH AND DESCRIPTION

DATE 5-5-2023

DRAWN BY dr

F.B./ PG. N/A

SCALE AS SHOWN

JOB 9622-1 GREEN-W