



CFN 20190178009

OR BK 30616 PG 1289
RECORDED 05/16/2019 14:01:17
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1289 - 1309; (21pgs)

Prepared by and return original copy to:
Akerman, LLP
98 SE 7 Street, Suite 1100
Miami, FL 33131
Attention: Matthew Barnes

space above this line for recording information

RESTRICTIVE COVENANT AND LIMITED ACCESS AND CONSERVATION EASEMENT

This **RESTRICTIVE COVENANT AND LIMITED ACCESS AND CONSERVATION EASEMENT** ("Instrument") is granted this 15th day of MAY, 2019, by **LOXAHATCHEE EQUESTRIAN PARTNERS, LLC**, a Florida limited liability company, having its principal office located at 250 Delaware Avenue, Buffalo, NY 14202 and **SOLAR SPORTSYSTEMS, INC.**, a New York corporation, having its principal office located at 250 Delaware Avenue, Buffalo, NY 14202 (collectively, the "Grantor"), to the **TOWN OF LOXAHATCHEE GROVES**, a political subdivision of the State of Florida, with a mailing address of 155 F Road, Loxahatchee Groves, Florida 33470 (the "Grantee" or "Town"). The terms "Grantor" and "Grantee" include their respective permitted successors and assigns.

WITNESSETH

WHEREAS, Grantor owns that certain real property situated in Palm Beach County, Florida, being 90 acres more or less, generally located at the northeast corner of Southern Boulevard and "B" Road and more specifically described in attached **Exhibit "A"** (the "Property"); and

WHEREAS, Grantor intends to construct a mixed-use commercial center at the Property, to be known as "Groves Town Center" (the "Project"), as approved by the Grantee via Ordinance 2018-08 (the "PUD Ordinance") and Resolution 2018-84 (the "Site Plan Resolution"); and

WHEREAS, the Project will include a conservation tract, a portion of which is 300-foot-wide along the Property's northern and eastern boundaries and a portion of which is 100-foot-wide along the Property's northern and western boundaries, as shown on the Master Plan in the PUD Ordinance and on the Site Plan in the Site Plan Resolution, and as more particularly described in attached **Exhibit "B"** (collectively, the "Conservation Tract"); and

WHEREAS, pursuant to Condition B.3 of the PUD Ordinance and Condition A.3 of the Site Plan Resolution, Grantee required that Grantor record this Instrument for purposes of limiting the use of the Conservation Tract to conservation and equestrian trail uses, and granting to the general public a limited right of access to the equestrian trail uses in the Conservation Tract.

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and restrictions stated herein, Grantor hereby declares that the Conservation Tract shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants and restrictions hereinafter set forth and Grantor hereby grants, conveys, creates, and establishes a limited access and conservation easement to, for, and in favor of Grantee upon the Conservation Tract of the nature and character and to the extent hereinafter set forth, which said restrictive covenant and easement shall run with the land and be binding on Grantor, its heirs, successors and assigns and shall remain in full force and effect forever.

1. Recitations. The recitations set forth above are true and correct and are incorporated into this Instrument by reference.

2. Purpose. The purpose of this Instrument is to restrict the use of the Conservation Tract to the conservation and equestrian trail uses specified below, and to allow the general public to access the equestrian trail uses upon the terms and conditions of this Instrument.

3. Permitted Uses. Grantor may use the Conservation Tract for any one or more of the following uses:

- a. Conservation uses, including, without limitation:
 - (i) Landscaping that is generally consistent with the Landscaping Plan contained in Exhibit "C";
 - (ii) Drainage facilities if approved by the Town of Loxahatchee Groves and permissible by the South Florida Water Management District ("SFWMD"), by the Loxahatchee Groves Water Control District ("LGWCD"), and by the Palm Beach County Department of Environmental Resources Management ("ERM");
 - (iii) Wetland restoration and maintenance; and
 - (iv) Any use permitted in the Conservation Zoning District, as specified in Section 40-015 of the Town's Code of Ordinances.
- b. Equestrian trail uses that are consistent with the Conceptual Master Plan dated July 5, 2018 in the PUD Ordinance and the Equestrian Trail Site Plan dated May 18, 2018 in the Site Plan Resolution, as may be amended.
- c. Utility lines, conduits, facilities, and related fixtures and structures, so long as the same are pass-through/perpendicular and do not unreasonably interfere with conservation and equestrian trail uses. Any utility easements for the Conservation Tract must be approved in advance in writing by the Town Council.
- d. Stormwater management pursuant to approval by Grantee through the Town Council.

- e. Any other use that is not inconsistent with conservation and equestrian trail uses with approval by Grantee through the Town Council.

4. Prohibited Uses. Any use that is not specifically listed or included in Section 3, above, or as outlined below that is inconsistent with conservation and equestrian trail uses as determined by Grantee through the Town Council, is prohibited by this Instrument within the Conservation Tract.

- a. In addition, the conservation tract may in no way be altered from its natural state, unless for a permitted use listed in Section 3 above or otherwise approved by the Town. Such alterations may be considered, among others, for purposes such as improvements for storm water management, conservation and / or storage OR for improvements that would enhance the equestrian experience such as hitching posts, rest and watering stations.
- b. No parking or placing of buildings on or above the ground, dumping or placing soil or other substances such as trash, removal or destruction of trees, shrubs or other vegetation with the exception of exotic / nuisance vegetation removal as further outlined in item 7 below and as contained within the Conservation Tract Management Plan enclosed herein as Exhibit "D".
- c. Any activity detrimental to drainage, flood control, water conservation, erosion control or wildlife habitat conservation and preservation.

5. Limited Right of Access to the Conservation Tract. Grantor hereby conveys to Grantee a limited right of public access to the Conservation Tract, at the locations where the equestrian trail intersects with B Road, C Road, and Collecting Canal as shown on the Equestrian Trail Site Plan dated May 18, 2018 in the Site Plan Resolution, as it may be amended, strictly for those uses permitted by Section 3.b of this Instrument. The right of access by the general public is subject at all times and in all circumstances to the terms and conditions of this Instrument, and does not extended to lands within the Conservation Tract outside of the equestrian trail and facilities. Grantor reserves the right to designate the public access points consistent with the PUD Ordinance and the Site Plan Resolution, as the same may be amended. Grantor reserves the right to remove any persons found to be using lands outside of the equestrian trail and facilities within the Conservation Tract as trespassers.

6. Land Development Computations. The Conservation Tract, though restricted as provided in this Instrument, may be counted when computing the Property's lot area, lot width, setbacks, open space, landscaped area, and other applicable land development computations provided that any revisions to allocated land uses and development intensities remain consistent with Special Policy 1.15.2 of the Future Land Use Element of the Town's Comprehensive Plan.

7. Operation and Upkeep; Exotic Plant Removal. Grantor is solely responsible for the maintenance of the Conservation Tract and all facilities located therein. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the

Conservation Tract. The Conservation Tract shall be maintained in accordance with the guidelines and practices contained within the Conservation Tract Management Plan enclosed herein as **Exhibit “D”**. In addition, Grantor shall maintain the Conservation Tract free and clear of all prohibited and invasive non-native plant species (“Exotics”), as defined in the Town’s Code of Ordinances. Grantor shall remove all Exotics from the Conservation Tract and thereafter maintain the Conservation Tract free of Exotics pursuant to an Exotic Vegetation Management Removal Plan approved by the Town and/or ERM. If, through the rights and process outlined in Section 9 below, the Town deems it to be in the public interest to perform such maintenance for proper public purposes, the Town may require the party responsible for the maintenance of the land encumbered by the equestrian trails to pay all or part of the maintenance cost.

8. **Security.** Grantor may, from time to time, with the written consent of the Town Manager (which may be given by email), adopt and modify reasonable rules and regulations governing the Conservation Tract to ensure that the public’s use of the same is peaceable and does not unreasonably disturb the Property or neighboring landowners. Grantor may, in its sole discretion, suspend or revoke the right of any member of the public to use and enjoy the Conservation Tract if needed to prevent or redress any violation of this Instrument or of the rules and regulations governing the Conservation Tract.

9. **Rights of Grantee.** To accomplish the purpose of this Instrument, the following rights are conveyed to Grantee by this Instrument:

- a. To enter upon the Conservation Tract at reasonable times, at Grantee’s sole risk, in order to monitor Grantor’s compliance with, and otherwise enforce the terms of this Instrument, provided that such entry (i) shall be upon prior written notice to Grantor, delivered no later than three (3) business days prior to entry, and (ii) shall not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor; and
- b. Notwithstanding subsection (a)(i) above, Grantee may enter upon the Conservation Tract without prior written notice to Grantor if the health, safety, or welfare of any person or property is in immediate harm or jeopardy (each such event, an “Emergency”), but only to such extent and in such scope and duration as is absolutely necessary to resolve such Emergency; and
- c. To enjoy any activity on or use of the Conservation Tract that is inconsistent with this Instrument and to enforce the restoration of such areas or features of the Conservation Tract that may be damaged by any inconsistent activity or use.

The rights granted by this section are enforceable exclusively by Grantee in its municipal capacity. Nothing, whether express or implied, confers upon the general public or any third party any enforcement rights against Grantor, the Conservation Tract, or the Property. Further, notwithstanding anything to the contrary, Grantor will not be in breach of this Instrument, and no enforcement may be sought against Grantor through any means, unless (i) Grantor first receives a written notice from Grantee, detailing with specificity the ways in which Grantor is in breach

of this Instrument, and (ii) Grantor fails to remedy such breach within thirty (30) days from the date of such written notice, or, if the breach is susceptible to cure but cannot reasonably be cured within thirty (30) days, then within such greater period as Grantor may reasonably need to cure the breach.

10. No Recourse. Grantee acknowledges and agrees that, notwithstanding anything to the contrary, in the event of any violation or threatened violation of any of the terms of this Instrument, Grantee's sole remedy and recourse for any such violation or threatened violation of this Instrument shall be against the Conservation Tract, and Grantee shall have no recourse or remedy against any other portion of the Property or any other land owned by Grantor.

11. Limitation of Liability. It is an understanding of the parties that Grantor makes the equestrian trails within the Conservation Tract available to the public free of charge for outdoor recreational purposes, and therefore, as provided in Section 375.251, Florida Statutes, and notwithstanding anything to the contrary, so long as the Grantor complies with the terms and conditions of Section 375.251, Florida Statutes, pursuant to such statute Grantor (i) owes no duty of care to keep the Conservation Tract safe for entry or use by others, or to give warning to persons entering or going on the Conservation Tract of any hazardous conditions, structures, or activities on the Conservation Tract; (ii) is not presumed to extend any assurance that the Conservation Tract is safe for any purpose; (iii) does not incur any duty of care toward a person who goes on the Conservation Tract; and (iv) is not liable or responsible for any injury to persons or property caused by the act or omission of a person who goes on the Conservation Tract. Nothing herein is intended to provide any contractual limitations of liability, or to affect the statutory limits of Section 375.251, Florida Statutes.

12. Indemnification. Grantee, for itself and its successors and assigns, hereby agrees to save, defend, indemnify, and hold harmless Grantor, its directors, members, managers, representatives, agents, employees, successors, and assigns (collectively, the "Indemnified Parties") from and against all losses, liabilities, damages, demands, claims, causes of action, judgments, injuries, costs, expenses, and attorneys' fees and disbursements (through all levels of proceedings) of every kind and nature (collectively, "Losses") resulting from, arising out of, or incurred in connection with (i) Grantee's use of the Conservation Tract and/or, (ii) the public's use of the Conservation Tract in accordance with Section 5 of this Instrument, except for Losses to the extent attributable to the negligence or willful acts of the Indemnified Parties.

13. Warranties. Grantor hereby warrants and represents that Grantor is lawfully seized of the Conservation Tract in fee simple and has good right and title to enter into this Instrument with the Grantee, and that the Conservation Tract is free and clear of any mortgage, lien, or other encumbrance that may impair the enforceability of the Instrument. Neither the Grantor nor its assigns or successors in interest shall encumber the Conservation Tract in the future with any mortgage, lien, or other encumbrances.

14. Construction. The parties expressly acknowledge and agree that this Instrument is the result of mutual arms-length negotiations, and that this Instrument shall not be construed more strongly against either party regardless of who was responsible for preparing, drafting or transcribing the Instrument.

15. Severability. The invalidation of any of the terms or conditions of this Instrument by judgment or court order will in no way affect the other provisions hereof, all of which will remain in full force and effect to the maximum extent possible, consistent with such invalidation.

16. Notices. All notices or other communications hereunder shall be in writing and shall be delivered at the following addresses or to such other addresses as either party may from time to time specify in writing to the other:

If to Grantor: Loxahatchee Equestrian Partners, LLC
250 Delaware Avenue
Buffalo, NY 14202
Attention: Daniel J. Zimmer

— and —

Solar Sportsystems, Inc.
250 Delaware Avenue
Buffalo, NY 14202
Attention: Daniel J. Zimmer

With a copy to: Akerman LLP
777 South Flagler Drive
Suite 1100 West Tower
West Palm Beach, FL 33401
Attention: Robert Barkin

If to Grantee: Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Attention: Town Manager

With a copy to: Town Attorney
Goren Cherof Doody and Ezrol, PA
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
ATTN: Michael D Cirullo, Jr.

Any notice or other communication (i) sent by certified United States mail, postage prepaid, return receipt requested shall be deemed effectively given or received on the third (3rd) business day following the postmark date of such notice or other communication, (ii) sent by overnight courier or by hand shall be deemed effectively given or received upon receipt or refusal, as the case may be, and (iii) sent by electronic mail shall be deemed effectively given or received on the day of transmission of such notice if sent before 6:00 P.M. Eastern Standard Time. Any notice or other communication given in the manner provided above by counsel for either party shall be deemed to be notice or such other communication from the party represented by such counsel.

17. Assignment. Grantor may, in its sole discretion, assign its rights and obligations under this Instrument at any time, in whole or in part, to any subsequent owner(s) of the Project. Grantee may, in its sole discretion, assign its rights and obligations under this Instrument only to a successor local government. All other assignments are prohibited (and, if attempted, void) absent the other party's prior written consent, which consent such other party may condition or withhold in its sole discretion. A party completing a permitted assignment shall promptly provide the other party with a written instrument evidencing the completion of such assignment. Upon any assignment completed in accordance with this section, the rights and obligations of the party completing such assignment will be binding only on such party's assignee, and the other party will look only to such assignee for performance under this Instrument.

18. Amendment. This Instrument may be amended, altered, released, or revoked only by written agreement between the parties, or their successors or assigns, which shall be filed in the public records of Palm Beach County, Florida, and which shall only be authorized if approved by the Town Council as evidenced by a duly adopted Resolution.

19. Force Majeure. Time periods in this Instrument, whether express or implied, will be tolled automatically to account for Force Majeure Events, and the party against whom enforcement of a time period is sought will not be considered to have missed a deadline or to be in breach of this Instrument for so long as such party is unable to complete any work or take any action required by this Instrument due to such an event. As used in this Instrument, "Force Majeure Events" include, without limitation, floods, storms, hurricanes, and other acts of God (including reasonable preparation therefor); war, terrorism, riots, civil commotion, fire, and other casualty; strikes, lockouts, labor disputes, and any inability to procure, or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; acts of the other party; the declaration of a state of emergency by the President of the United States, the Governor of Florida, or any other competent authority; delays in obtaining permits and approvals from regulatory authorities; and all other causes and circumstances similar to the foregoing.

20. Further Assurances; Estoppel. Each party agrees to execute such further documents as may be reasonably requested by the other party to carry out the intent and purpose of this Instrument. Without limiting the generality of the foregoing, Grantee will, no later than ten (10) business days after Grantor's written request therefor, and so long as Grantor is in full compliance with this Instrument and the Instrument remains in full force and effect, execute, acknowledge, and deliver to Grantor an estoppel certificate in recordable form, certifying as to any matter related to this Instrument that Grantor may reasonably request of Grantee, including, without limitation, that this Instrument is in full force and effect and unmodified (or in what respects this Instrument is no longer in force or effect or has been modified), and that Grantor is in full compliance with this Instrument (or in what respects there is noncompliance). If Grantee fails to deliver such an estoppel certificate to Grantor on or by the tenth (10th) business day after the date of Grantor's written request, Grantee will be deemed to have certified that all matters set out in Grantor's request are true and correct, and Grantor will be deemed to be in full compliance with this Instrument. Estoppel certificates, whether issued in fact or deemed issued, will be binding on Grantee and its successors and assigns, may be recorded in any public record, and may be relied upon by Grantor, its successors, assigns, mortgagees, lenders, and all others claiming by or through Grantor.

21. Recordation and Effective Date. This Instrument shall not become effective until recorded in the Public Records of Palm Beach County, Florida. Grantor shall record this Instrument and provide a certified recorded copy to the Town for public records retention.

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

[Signatures follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Instrument on this 7th day of May, 2019.

Witnesses

Beth A. Salansky
Print Name: Beth A. Salansky

Peggy Cordero
Print Name: Peggy Cordero

Witnesses

Beth A. Salansky
Print Name: Beth A. Salansky

Peggy Cordero
Print Name: Peggy Cordero

GRANTOR:

LOXAHATCHEE EQUESTRIAN PARTNERS, LLC,
a Florida limited liability company

By: [Signature]
Name: Christopher J. Feeney
Title: Manager

SOLAR SPORTSYSTEMS, INC.,
a New York corporation

By: [Signature]
Name: Christopher J. Feeney
Title: Chief Executive

STATE OF NEW YORK
COUNTY OF ERIE

The foregoing instrument was acknowledged before me the undersigned authority on this 7th day of May, 2019 by Christopher J. Feeney as Manager of Loxahatchee Equestrian Partners, LLC and as Chief Executive Officer of Solar Sportsystems, Inc., on behalf of said entities. He is personally known to me or has produced

NOTARY SEAL:

Erin M. Young
Notary Public

My Commission Expires: 11/20/2022

ERIN M YOUNG
Print Notary Name

ERIN M. YOUNG
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 11/20/2022

[Signatures and notary acknowledgments continue on next page]

Witnesses

Print Name: Cheryl Miller

Print Name: William Anderson

GRANTEE:

TOWN OF LOXAHATCHEE GROVES,
a political subdivision of the State of Florida

By: [Signature]

Name: Robert Shorr

Title: Mayor

Attest: [Signature]

Name: Lakisha Burch

Title: Town Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT SHORR and LAKISHA BURCH, the MAYOR and TOWN CLERK respectively, of the TOWN OF LOXAHATCHEE GROVES, a political subdivision existing under the laws of the State of Florida, both of whom acknowledged executing the foregoing instrument and both of whom are known to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15TH day of MAY 2019.

NOTARY SEAL:

[Signature]
Notary Public

My Commission Expires: 08/03/2022

BEVERLY KUIPERS
Print Notary Name

Approved as to Form and
Legal Sufficiency

[Signature]
Town Attorney
Name: Michael D Cirullo Jr

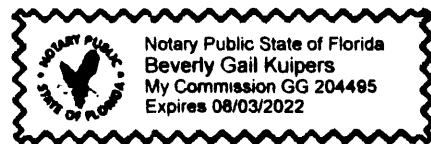


EXHIBIT "A"

Legal Description of the Property

THE SOUTH 1000 FEET OF TRACT 4, BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY DEED IN DEED BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 5, BLOCK "I" LOXAHATCHEE GROVES, LYING NORTH OF STATE ROAD 80, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS AND EXCEPT THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN THE ORDER OF TAKING IN O.R. BOOK 5463, PAGE 1126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 6, BLOCK "I", OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 5463, PAGE 1126, AND THAT PORTION OF THE RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1005, PAGE 577, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

THAT PORTION OF TRACT 6, BLOCK "I" RE-CONVEYED TO GASPAR MORELLO AND ELIZABETH MORELLO, HUSBAND AND WIFE, IN QUIT-CLAIM DEED RECORDED JANUARY 25, 2002, IN OFFICIAL RECORD BOOK 13344, PAGE 953, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE PLATTED EAST LINE OF TRACT 6, BLOCK "I" ACCORDING TO THE PLAT OF LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD STATE ROAD 80 ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, SECTION 93120-3528, SHEET 5 OF 13, DATED 1986, THENCE, NORTH 88 DEGREES 26 MINUTES 32 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN BOULEVARD, 66.16 FEET; THENCE, NORTH 39 DEGREES 58 MINUTES 31 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF "C" ROAD, ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, 33.14 FEET, TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 54 MINUTES 52 SECONDS, AN ARC LENGTH OF 165.40 FEET TO THE PLATTED EASTERLY LINE OF TRACT 6, BLOCK "I"; THENCE, SOUTH 02 DEGREES 09 MINUTES 47 SECONDS WEST, ALONG THE PLATTED EAST LINE OF TRACT 6, BLOCK "I", 158.23 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA. CONTAINING 3,934,972 SQUARE FEET/89.953 ACRES MORE OR LESS.

EXHIBIT "A"

Legal Description of the Property

THE SOUTH 1000 FEET OF TRACT 4, BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY DEED IN DEED BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS THE RIGHT-OF-WAY TAKEN FOR SOUTHERN BOULEVARD (STATE ROAD 80), PURSUANT TO THE ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 5463, PAGE 1126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT ROAD RIGHT OF WAY CONVEYED TO THE TOWN OF LOXAHATCHEE GROVES BY RIGHT OF WAY DEED RECORDED JULY 11, 2016 IN OFFICIAL RECORDS BOOK 28425, PAGE 1808 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 5, BLOCK "I" LOXAHATCHEE GROVES, LYING NORTH OF STATE ROAD 80, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS AND EXCEPT THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN THE ORDER OF TAKING IN O.R. BOOK 5463, PAGE 1126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 6, BLOCK "I", OF LOXAHATCHEE GROVES, ACCORDING THE PLAT THEROF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 5463, PAGE 1126, AND THAT PORTION OF THE RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1005, PAGE 577, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

THAT PORTION OF TRACT 6, BLOCK "I", RE-CONVEYED TO GASPAR MORELLO AND ELIZABETH MORELLO, HUSBAND AND WIFE, IN QUIT-CLAIM DEED RECORDED JANUARY 25, 2002, IN OFFICIAL RECORD BOOK 13344, PAGE 953, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE PLATTED EAST LINE OF TRACT 6, BLOCK "I" ACCORDING TO THE PLAT OF LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80) ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, SECTION 93120.3528, SHEET 5 OF 13, DATED 1986, THENCE, NORTH 88° 26' 32" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN BOULEVARD, 66.16 FEET; THENCE, NORTH 39° 58' 31" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF "C" ROAD, ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, 33.14 FEET, TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.00 FEET AND A CENTRAL ANGLE OF 46° 54' 52", AN ARC LENGTH OF 165.40 FEET TO THE PLATTED EASTERLY LINE OF TRACT 6, BLOCK "I"; THENCE, SOUTH 02° 09' 47" WEST, ALONG THE PLATTED EAST LINE OF TRACT 6, BLOCK "I", 158.23 FEET TO THE POINT OF BEGINNING.
SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

CONTAINING 3,918,371 SQUARE FEET/89.953 ACRES MORE OR LESS.

EXHIBIT "B"

Legal Description of the Conservation Tract

A PORTION OF TRACTS 4, 5 AND 6 BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY DEED IN DEED BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF SAID TRACT 6, THENCE N 2° 10' 14" E ALONG THE EAST LINE OF SAID TRACT 6, A DISTANCE OF 617.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N 87° 49' 46" E, A DISTANCE OF 273.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 470.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°11'43", A DISTANCE OF 26.21 FEET TO A LINE 300 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID TRACT 6; THENCE ALONG SAID LINE N 2° 10' 14" E, A DISTANCE OF 1139.17 FEET TO A LINE 300 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 6; THENCE ALONG SAID LINE N 89° 12' 34" W, A DISTANCE OF 1272.95 FEET TO A LINE 100 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID TRACT 5; THENCE ALONG SAID LINE S 2° 10' 14" W, A DISTANCE OF 745.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°23'00", A DISTANCE OF 156.00 FEET TO THE POINT OF TANGENCY; THENCE N 88°26'46" W ALONG A LINE 100 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH 1000.00 FEET OF SAID TRACT 4, A DISTANCE OF 821.41 FEET TO THE EAST LINE OF "B" ROAD; THENCE ALONG SAID LINE N 2° 10' 14" E, A DISTANCE OF 100.01 FEET TO SAID NORTH LINE OF THE SOUTH 1000.00 FEET OF SAID TRACT 4; THENCE ALONG SAID NORTH LINE S 88°26'46" E TO THE WEST LINE OF SAID TRACT 5, A DISTANCE OF 820.33 FEET; THENCE N 2° 10' 14" E ALONG SAID WEST LINE OF TRACT 5, A DISTANCE OF 1042.78 FEET TO THE NORTH LINE OF SAID TRACT 5; THENCE S 89°12'34" E ALONG SAID NORTH LINE OF TRACTS 5 AND 6, A DISTANCE OF 1673.07 FEET TO THE EAST LINE OF TRACT 6; THENCE S 2° 10' 14" W ALONG SAID EAST LINE, A DISTANCE OF 1447.22 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

CONTAINING 1,009,244 SF, 23.169 ACRES, MORE OR LESS.

EXHIBIT "C"

Landscaping Plan

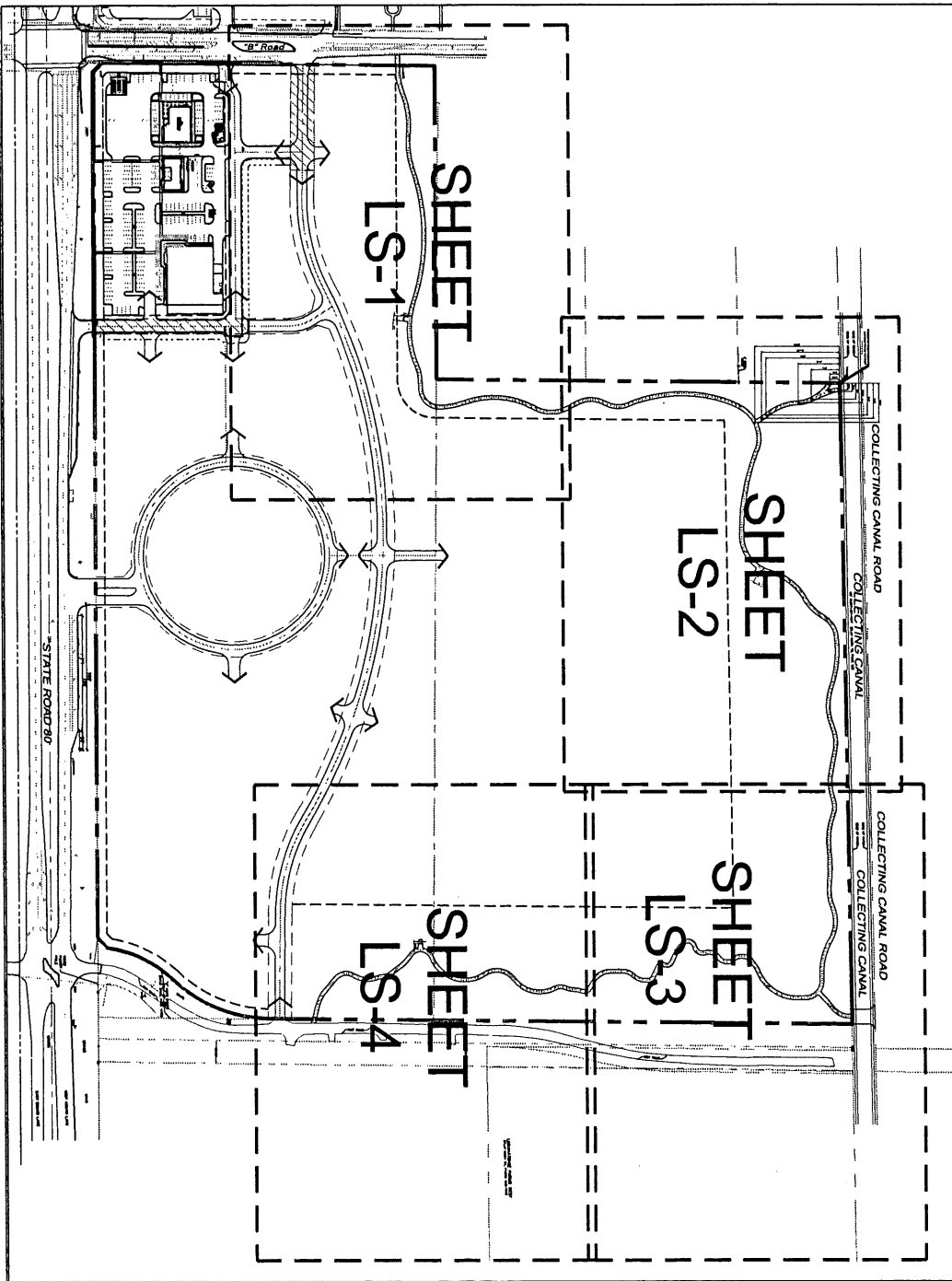
ON FOLLOWING PAGES

NOTE:
 CONTRACTOR SHALL BE RESPONSIBLE FOR REPERCUSSION
 DAMAGE TO ADJACENT PROPERTIES AND NEIGHBORHOODS
 CAUSED BY ANY WORK TO BE PERFORMED. CONTRACTOR
 SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES
 AT ALL TIMES.

FOR THE LANDSCAPE ARCHITECT:
 T. S. THE LAW
 1-800-433-4770
 1-904-433-4770
 1-904-433-4770
 1-904-433-4770

GENERAL NOTES

1. The Contractor shall visit the site prior to bidding. All bids shall include any and all work necessary to complete the project. The Contractor shall notify the Landscape Architect of any additional work not outlined or allowed for in the Construction Documents prior to submission of bid.
 2. Commencement of Work: All Contractors shall notify the Landscape Architect at least 7 (seven) days in advance of the intended Commencement of Work.
 3. Contractor shall review other similar field reports with Landscape Architects at least 2 (two) days prior to installation or on site as needed.
 4. Contractor shall coordinate with other job contractors to smoothly implement the project.
 5. The Landscape Architect may direct the Contractor to stop work and remove any work not installed according to the Construction Documents.
 6. The Landscape Architect shall be notified of any additional work or change in implementation methods not allowed for in the Construction Documents, prior to implementation of such work.
 7. Contractor shall secure all permits required for the work from any state or local departments, utility companies or jurisdiction affected by the work.
 8. Contractor shall verify location of existing utilities and services and provide protection during construction. Any utilities damaged during the work operation shall be repaired at Contractor's expense.
 9. The Contractor shall submit samples of materials and finishes to the Landscape Architect for approval prior to ordering and installation.
- LAYOUT NOTES**
1. Use metric scale drawings.
 2. All lines information and applied from aerial photography and ground truthing shall be used for reference. If the note readability of the general contractor to verify all utilities, property lines, easements and anything else pertinent to construction. All said items shall be clearly laid out and marked before starting any construction. Any changes to dimensions or materials shall be clearly marked on the drawings for the use of implementing the current project.
 3. All dimensions are given to the front faces of walls, walls and structures unless otherwise noted. Any changes to dimensions shown on this drawing shall be approved by the Landscape Architect prior to construction.
 4. All angles are assumed to be 90 degrees or 45 degrees unless otherwise noted. Other angles should be verified with the Landscape Architect.
 5. All curves and arcs shall intersect other curves and lines at points of tangency to form smooth transitions unless clearly shown otherwise.



GROVES TOWN CENTER
 LOXAHATCHEE GROVES
 FLORIDA

LAYOUT AND STAKING MASTER

LS MASTER

SCALE	N.T.S.
DESIGNED BY	CRF
DRAWN BY	JLC
CHECKED BY	CRF
DATE	03.11.2019
REVISIONS	



521 29th Street
 Tallahassee, FL 32309
 Tel: (904) 747-3462
 Fax: (904) 747-0281
 LA 0009927
 LCC 0002713

STUDIO Sprout

**IF YOU ARE FLOWING...
CALL US FIRST!**
1-800-368-5877
www.studio-sprout.com
IT'S THE WAY

NOTE:
CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.

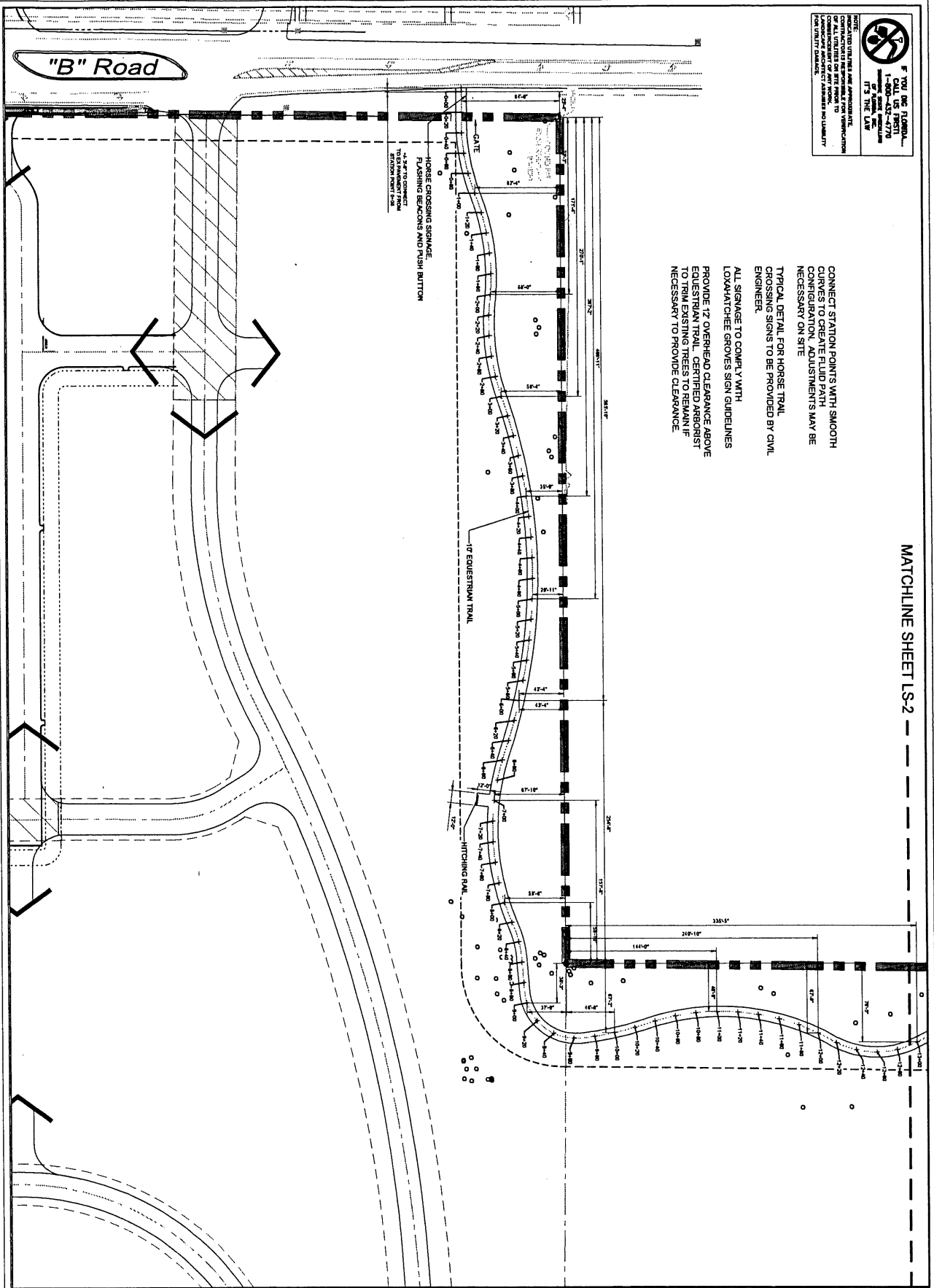
CONNECT STATION POINTS WITH SMOOTH CURVES TO CREATE FLUID PATH CONFIGURATION. ADJUSTMENTS MAY BE NECESSARY ON SITE.

TYPICAL DETAIL FOR HORSE TRAIL CROSSING SIGNS TO BE PROVIDED BY CIVIL ENGINEER.

ALL SIGNAGE TO COMPLY WITH LOXAHATCHEE GROVES SIGN GUIDELINES.

PROVIDE 12' OVERHEAD CLEARANCE ABOVE EQUESTRIAN TRAIL. CERTIFIED ARBORIST TO TRIM EXISTING TREES TO REMAIN IF NECESSARY TO PROVIDE CLEARANCE.

MATCHLINE SHEET LS-2



GROVES TOWN CENTER
LOXAHATCHEE GROVES
FLORIDA

LAYOUT AND STAKING PLAN

LS-1 OF 4

SCALE	1" = 40'-0"
DESIGNED BY	CRF
DRAWN BY	JLC
CHECKED BY	CRF
DATE	03.11.2013
REVISIONS	



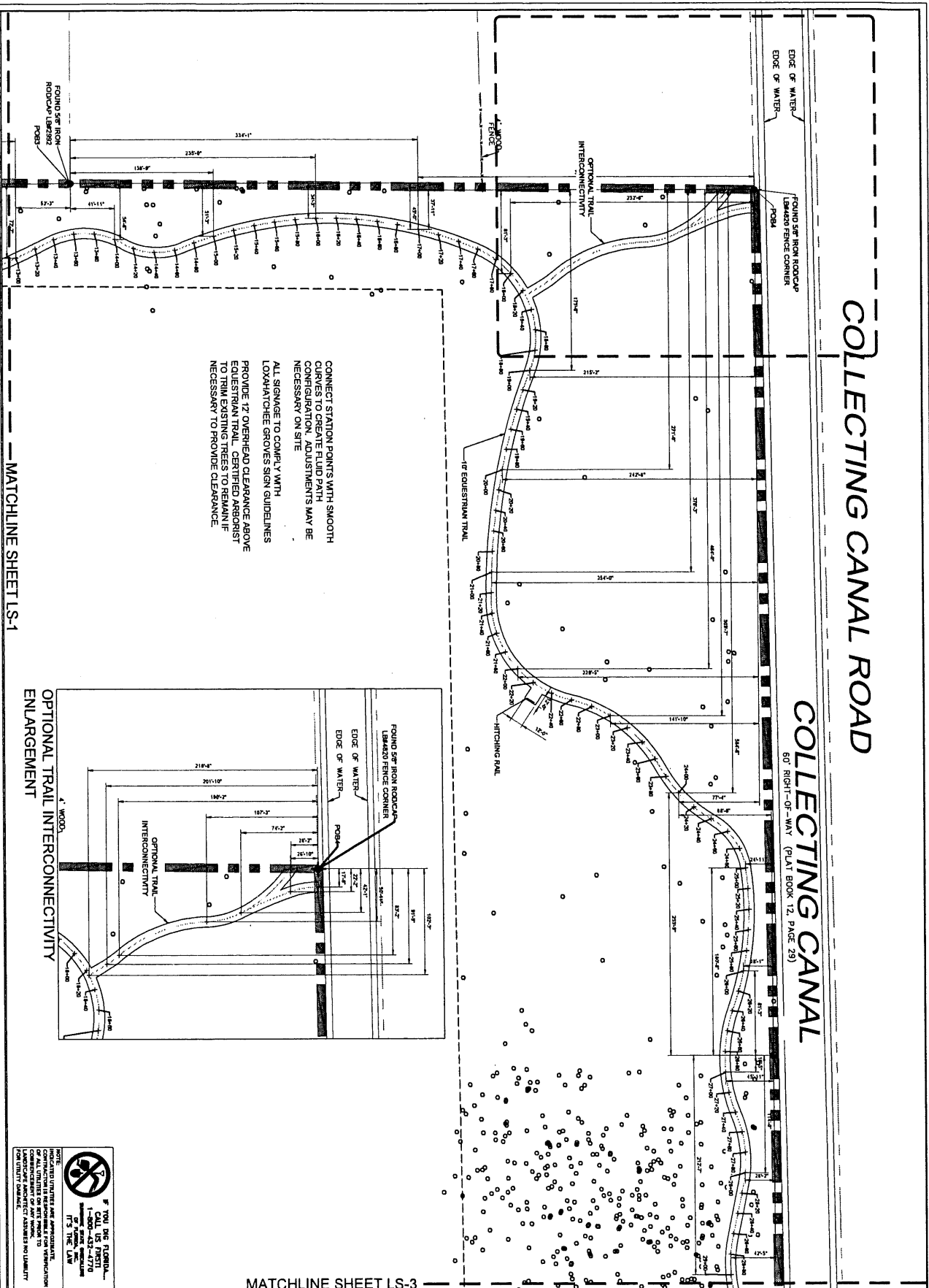
STUDIO SPROUT

521 25th Street
West Palm Beach
FL 33407 767-2462
Tel: (561) 747-2462
Fax: (561) 747-2462
www.studio-sprout.com
LA 0009507
LIC 0002713

COLLECTING CANAL ROAD

COLLECTING CANAL

80' RIGHT-OF-WAY (PLAT BOOK 12, PAGE 29)

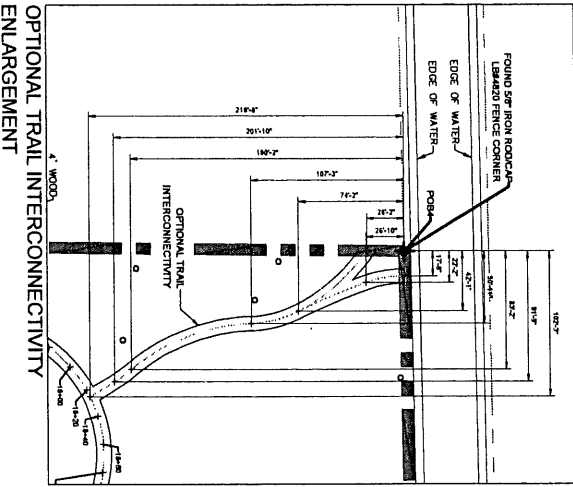


CONNECT STATION POINTS WITH SMOOTH CURVES TO AVOID FLUID PATH CONFLICTS. ADJUSTMENTS MAY BE NECESSARY ON SITE.

ALL SIGNAGE TO COMPLY WITH LOXAHATCHEE GROVES SIGN GUIDELINES.

PROVIDE 17' OVERHEAD CLEARANCE ABOVE EQUINE TRAIL. CERTIFIED ARBORIST TO TRIM EXISTING TREES NECESSARY TO PROVIDE CLEARANCE.

MATCHLINE SHEET LS-1



OPTIONAL TRAIL INTERCONNECTIVITY ENLARGEMENT

MATCHLINE SHEET LS-3

NOTICE

THIS PLAN IS THE PROPERTY OF THE FIRM AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE FIRM.

FOR CLARITY OF THE PLAN, THE FIRM HAS ASSUMED THAT THE EXISTING CONDITIONS SHOWN ON THE PLAN ARE ACCURATE AND COMPLETE. THE FIRM DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY ANY OTHER SOURCE.

THE FIRM ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS IN THE PLAN.

THE FIRM
 1-800-432-4770
 1-904-432-4770
 175 THE LAKE

GROVES TOWN CENTER
 LOXAHATCHEE GROVES
 FLORIDA

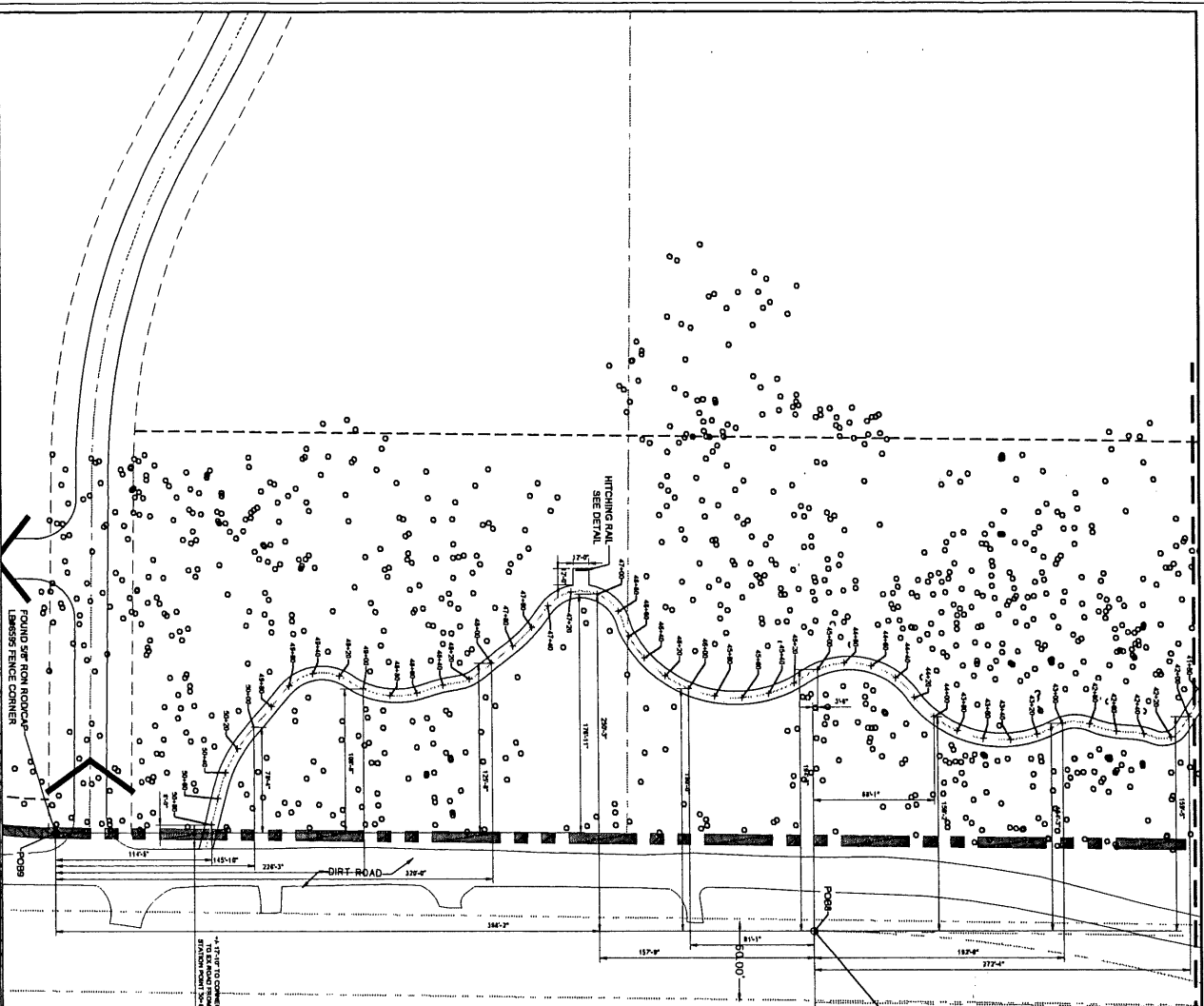
LAYOUT AND STAKING PLAN

SCALE	1" = 40'-0"
DESIGNED BY	CRF
DRAWN BY	JLC
CHECKED BY	CRF
CAD DWS.	
DATE	03.11.2019
REVISIONS	



STUDIO SPOUT

321 25th Street
 West Palm Beach
 FL 33411
 Tel: (561) 747-3482
 Fax: (561) 747-0281
 www.studio-spout.com
 LA 0000007



SUB CORNER OF
LOXAHATCHEE FARMS
WEST (PLAT BOOK 86,
PAGES 182-184)
RIDEWAY LANSSES

LOXAHATCHEE FARMS WEST
(PLAT BOOK 86, PAGES 182-184)

CONNECT STATION POINTS WITH SMOOTH
CURVES. CONTACT ENGINEER WITH
CONFIGURATION, ADJUSTMENTS MAY BE
NECESSARY ON SITE.

TYPICAL DETAIL FOR HORSE TRAIL
CROSSING SIGNS TO BE PROVIDED BY CIVIL
ENGINEER.

ALL SIGNAGE TO COMPLY WITH
LOXAHATCHEE GROVES SIGN GUIDELINES
PROVIDE 12' OVERHEAD CLEARANCE ABOVE
EQUESTRIAN TRAIL. CERTIFIED ARBORIST
TO TRIM EXISTING TREES TO REMAIN IF
NECESSARY TO PROVIDE CLEARANCE.

CALL US FIRST!
1-800-368-5828
IT'S THE LAW

NOTES:
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ADJUSTMENTS OF ALL UTILITIES OR EIT BEFORE TO BE CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ADJUSTMENTS OF ALL UTILITIES AND EIT BEFORE TO BE CONSTRUCTION.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ADJUSTMENTS OF ALL UTILITIES AND EIT BEFORE TO BE CONSTRUCTION.

GROVES TOWN CENTER
LOXAHATCHEE GROVES
FLORIDA

LAYOUT AND STAKING PLAN

LS-4 OF 4



821 25th Street
West Palm Beach
FL 33417 762-2422
Tel: (561) 742-2422
Fax: (561) 742-2422
www.studio-sprout.com
LA 0000987
LIC 0002713

STUDIO Sprout

SCALE	1" = 40'-0"
DESIGNED BY	CRF
DRAWN BY	JLG
CAD DWS	CRF
DATE	03.11.2013
REVISIONS	

EXHIBIT "D"

Conservation Tract Management Plan

ESTABLISHMENT- FIRST YEAR

Watering for establishment: Provide water truck or temporary irrigation system to water newly planted trees. Collecting Canal is possible water source. Permit for water use through all applicable jurisdictional agencies.

Watering Schedule:

- Every day for 3 months
- Every other day for 3 months
- Once weekly for 3 months
- Twice weekly during extreme drought first three years after planting

MAINTENANCE FIRST YEAR

- Inspect temporary irrigation system monthly to ensure proper coverage.
- Weed Invasive exotics monthly.
- Inspect newly planted trees for viability every two months, replace any dead trees.
- Bush hog 10' either side of Equestrian Trail quarterly.

MAINTENANCE AFTER FIRST YEAR

- Weed invasive exotics twice yearly.
- Remove and replace non-viable trees.
- Maintain 12' ceiling over Equestrian Trail.
- Bush hog 10' either side of Equestrian Trail quarterly.



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 16 DAY OF May, 2019

SHARON R. BOCK
CLERK & COMPTROLLER

BY Jim McCase
DEPUTY CLERK