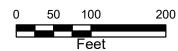


TIIF Owned Parcels

RSBC Owned Parcels

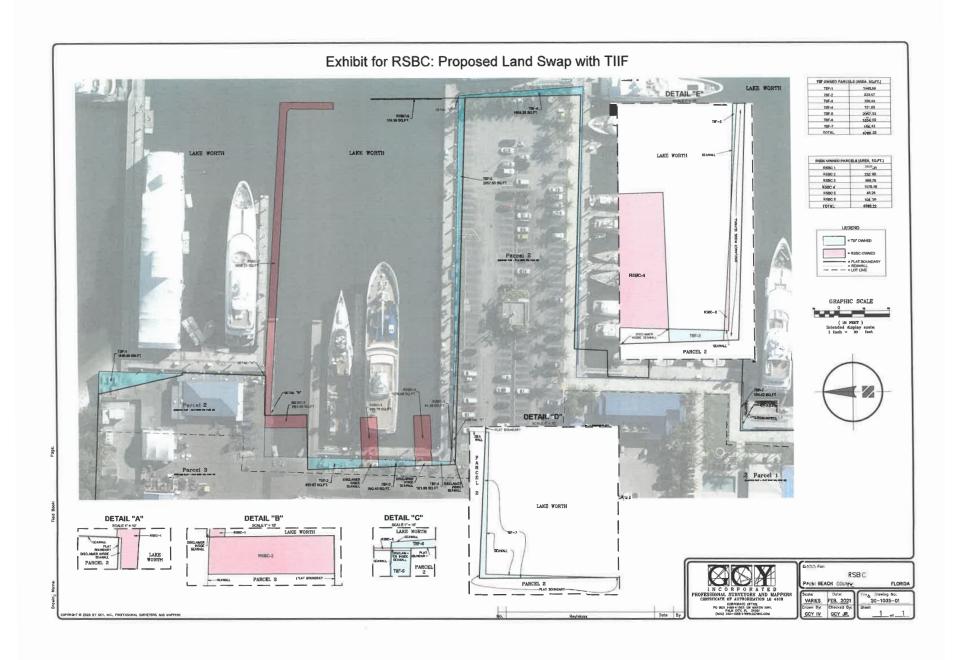






RSBC Real Estate Company, LLLP

Palm Beach County, Florida





FLORIDA DEPARTMENT OF **Environmental Protection**

Marjory Stoneman Douglas Building 3900 Commonwealth Boulevard Tallahassee, FL 32399

Ron DeSantis Governor

Jeanette Nuñez Lt. Governor

Shawn Hamilton Interim Secretary

MEMORANDUM

To: Scott Woolam, Bureau Chief

From: Jon Mitchell Penot Senior Appraiser, Bureau of Appraisal

Approved by: Jay Scott, Chief, Bureau of Appraisal

Subject: Appraisal Approval Memorandum

Date: 11/4/2021

Project Name: RSBC Real Estate Company, LLLP - Exchange

BA File Number: 21-8353 County: Palm Beach Fee Appraiser: Philip Holden, MAI, SRPA Date of Value: 10/22/2021

Owner	Land Size (Acres)	Appraised Value	Maximum Value
TIITF	0.16	\$24,000	\$24,000
RSBC Real Estate Company, LLLP	0.16	\$24,000	\$24,000

SUMMARY OF COMMENTS:

A compliance review of the appraisal for the above referenced property was conducted by a staff appraiser. The primary purpose of the appraisal review is to ensure conformity to at least the minimum requirements of the appraisal standards applicable to the real property appraisal assignment.

The staff appraiser's check list and comments, as to the content and appropriateness of the methods, techniques and data, are accepted. The staff appraiser stated the appraisal report complies with the required standards and is approved as reviewed. The Chief Appraiser concurs.

Digitally signed by Gan Mitchell Penat Date: 2022.03.08

15:16:47 -05'00'

Jay F. Scott

Digitally signed by Jay F. Scott Date: 2022.03.08 15:27:17 -05'00'

Staff Appraiser Chief Appraiser

Approved for Agenda

Project: RSBC EXCHANGE

Acres: 0.16

BLA-104

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT ("Agreement") is made this day of 2021, between RSBC Real Estate Company, LLLP, a Delaware limited liability limited partnership ("First Party"), whose address is 4200 N. Flagler Drive, West Palm Beach, FL 33407, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Second Party" or "Trustees"), whose address is 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000. Second Party's agent in all matters shall be the Division of State Lands of the State of Florida Department of Environmental Protection ("DSL"). In consideration of the mutual promises set out below, the parties agree as follows:

- PROPERTY TO BE EXCHANGED. First Party agrees to convey to Second Party the real property owned by First Party located in Palm Beach County, Florida, more fully described in Exhibit A ("Parcel One"). Second Party agrees to convey to First Party the real property owned by Second Party located in Palm Beach County, Florida, more fully described in Exhibit B ("Parcel Two"). Both parcels include all improvements, easements, appurtenances and hereditaments pertaining to the property conveyed.
- VALUATION OF PARCEL ONE. For purposes of the exchange to be effected under this Agreement, the parties agree to a value for Parcel One of TWENTY FOUR THOUSAND AND NO/100 DOLLARS (\$24,000,00), subject always to adjustment as follows: If, prior to closing, DSL determines that the value of Parcel One as agreed to hereinabove exceeds the maximum value of Parcel One as determined in accordance with Section 253.025, Florida Statutes, or Section 259.041, Florida Statutes, as applicable, ("DSL Approved Value"), then the parties agree to a value of Parcel One equal to the DSL Approved Value of Parcel One. The value of Parcel One may be further adjusted under other provisions of this Agreement.
- VALUATION OF PARCEL TWO. For purposes of the exchange to be effected under this Agreement, the parties agree to a value for Parcel Two of TWENTY FOUR THOUSAND AND NO/100 DOLLARS (\$24,000.00).
- SETTLEMENT OF A DIFFERENCE IN VALUE. Settlement of a difference in value between the value of Parcel One, as adjusted (if any adjustment is made as provided for in paragraph 2.A., above) and the value of Parcel Two as set forth in paragraph 2.B., above, shall be made in the following manner:
- If at closing the value of Parcel One as set forth in paragraph 2.A., above, as adjusted (if any adjustment is made), is more than the value of Parcel Two as set forth in paragraph 2.B., above, for the purposes of the exchange to be effected under this Agreement the value of Parcel One will be reduced to the value of Parcel Two as set forth in paragraph 2.B. above, and no monetary consideration shall be paid by Second Party.
- If the value of Parcel One as set forth in paragraph 2.A., above, as adjusted (if any adjustment is made), is less than the value of Parcel Two as set forth in paragraph 2.B., above, First Party will pay to Second Party at closing an amount equal to the difference in the value of Parcel Two, as set out in paragraph 2.B., above, and the value of Parcel One, as set out in paragraph 2.A., above, as adjusted (if any adjustment is made).
- SURVEY. First Party shall no later than 45 days prior to closing obtain at First Party's sole cost and expense and deliver to Second Party a current boundary survey of Parcel One meeting the standards and requirements of DSL and prepared by a professional surveyor and mapper licensed by the State of Florida ("Survey"). It is First Party's responsibility to ensure that the surveyor and mapper contacts the Bureau of Survey and Mapping in DSL prior to the commencement of the Survey regarding DSL's standards and requirements. The Survey shall be certified to Second Party and the title insurer for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. The Survey shall be certified within 90 days before the date of closing unless this 90 day time period is waived by DSL and by the title insurer. If the Survey shows any reduction in acreage from the appraised acreage of Parcel One, any encroachment on Parcel One, or that

improvements intended to be located on Parcel One encroach on the land of others (other than land of the First Party), the same shall be treated as a title defect.

First Party shall at Second Party's request and at First Party's sole cost and expense and no later than 45 days prior to closing obtain at First Party's sole cost and expense and deliver to Second Party a current boundary survey of Parcel Two meeting the standards and requirements of DSL and prepared by a professional surveyor and mapper licensed by the State of Florida ("Survey"). It is First Party's responsibility to ensure that the surveyor and mapper contacts the Bureau of Survey and Mapping in DSL prior to the commencement of the Survey regarding DSL's standards and requirements. The Survey shall be certified to Second Party and shall be certified within 90 days before the date of closing unless this 90 day time period is waived by DSL.

- 4. <u>TITLE INSURANCE</u>. First Party shall at First Party's sole cost and expense and within 30 days of Second Party's execution of this Agreement furnish to DSL a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company insuring marketable title of Second Party to Parcel One in an amount equal to the value of Parcel One as set forth in Paragraph 2.A., above, as adjusted (if any adjustment is made). First Party shall request that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens. The cost and expense of the title insurance commitment shall be paid by the First Party even if this Agreement does not close.
- 5. <u>DEFECTS IN TITLE</u>. First Party shall, within ninety (90) days after notice from DSL, use diligent efforts to remove all defects in title to Parcel One. First Party agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. If First Party is unsuccessful in removing the title defects within said time, Second Party shall have the option to either: (a) accept the title as it then is with no reduction in the value of Parcel One, (b) extend the amount of time within which First Party may remove the defects in title, (c) cut out the affected portion of Parcel One and reduce the value of Parcel One by an amount equal to the product of the per-acre value of Parcel One for the acres being cut out, multiplied by the acreage cut out, or (d) terminate this Agreement, thereupon releasing the parties hereto from all further obligations under this Agreement. If First Party fails to make a diligent effort to remove the title defects, First Party shall be in default and the provisions of paragraph 16. of this Agreement shall apply.
- 6. <u>INSPECTION PERIOD FOR PARCEL TWO AND RIGHT TO CANCEL.</u> First Party shall have 60 days from Second Party's execution of this Agreement (the "inspection period") within which to have such inspections of Parcel Two performed as First Party shall desire. First Party shall be responsible for prompt payment for such inspections and repair of damage to and restoration of Parcel Two resulting from such inspections. This provision shall survive termination of this Exchange Agreement. If First Party determines, in First Party's sole discretion, that Parcel Two is not acceptable to First Party, First Party may cancel this Exchange Agreement by delivering written notice of such election to Second Party on or before expiration of the inspection period, and the parties shall be released of all further obligations under the provisions of this Exchange Agreement except as provided in this paragraph 6. Unless First Party exercises the right to cancel granted herein, each Party accepts the other's Parcel in its present physical condition, subject to any violation of governmental building, environmental, and safety codes, restrictions, or requirements, and subject to easements, reservations, restrictions and other interests of record or that may have been disclosed by a survey of such Parcel. Each Party extends and intends no warranties or representations concerning such Party's Parcel.
- 7. <u>INTERESTS CONVEYED</u>. At closing, First Party shall execute and deliver to Second Party a special warranty deed conveying marketable title to Parcel One in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those that are acceptable encumbrances in the opinion of Second Party and except those that do not impair the marketability of the title to Parcel One. At closing, Second Party will execute and deliver to First Party a quitclaim deed for Parcel Two subject to easements, reservations, restrictions and other interests of record. Second Party extends and intends no representations or warranties of any kind regarding Parcel Two. First Party acknowledges that Second Party's conveyance shall be in "as is" condition. First Party's conveyance shall be in "as is" condition. Neither party shall reserve any phosphate, minerals, metals or petroleum interests.

- 8. PREPARATION OF CLOSING DOCUMENTS. Simultaneously with execution of this Agreement, First Party shall submit to Second Party a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes, in the form set out in Exhibit C. First Party shall also execute the Corporate Addendum in the form set out in Exhibit D and submit the documentation required therein. Second Party shall prepare the deeds described in paragraph 7 of this Agreement, Second Party's and First Party's closing statements on DSL forms provided by DSL and the title, possession and lien affidavit as required by the Title Insurer.
- 9. <u>DSL'S REVIEW FOR CLOSING</u>. DSL will approve or reject each item provided by First Party under this Agreement. First Party will have 30 days thereafter to remove and resubmit any rejected items. If First Party fails to timely deliver any item or DSL rejects any item after delivery, Second Party may in its discretion extend the closing date.
- 10. <u>EXPENSES</u>. First Party will pay the documentary revenue stamp tax and all other taxes or costs associated with this transaction, except as otherwise specified in this Agreement. First Party shall also pay the cost of recording the deeds required by paragraph 7. of this Agreement and any other recordable instruments that DSL reasonably deems necessary to assure good and marketable title to Parcel One.
- 11. <u>TAXES AND ASSESSMENTS</u>. At closing, First Party shall satisfy all real estate taxes and assessments of record that are or that may become a lien against Parcel One. If Second Party acquires fee title to Parcel One between January 1 and November 1, First Party shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on Parcel One. If Second Party acquires fee title to Parcel One on or after November 1, First Party shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.
- 12. <u>CLOSING PLACE AND DATE</u>. The closing shall be on or before ninety (90) days after Second Party's approval of this Agreement. If a defect exists in the title, title commitment, or Survey as to Parcel One, or in any other documents required to be provided or completed and executed by First Party, however, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Second Party shall set the date, time and place of closing upon not less than ten (10) business days' prior notice to First Party.
- 13. <u>RISK OF LOSS AND CONDITION OF PARCELS</u>. Each party assumes all risk of loss or damage to that party's parcel prior to the date of closing and agrees that each party's parcel shall be transferred and conveyed to the other party in the same or essentially the same condition as of the date of execution of this Agreement, ordinary wear and tear excepted. If between the date this Agreement is executed by the parties and the date of closing the condition of either parcel as it existed on the date this Agreement is altered by an act of God or other natural force beyond the control of the parties, the party who is to receive the altered parcel may elect, at said recipient's sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. First Party represents and warrants that there are no parties other than the First Party in occupancy or possession of any part of Parcel One other than slip users at the marina under unrecorded agreements with no options or rights to purchase.

All wells located on Parcel One shall be duly abandoned at the First Party's sole cost and expense prior to closing unless this requirement is waived by DSL in writing. First Party warrants that any billboards on Parcel One shall be removed prior to closing.

First Party agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from Parcel One to the satisfaction of DSL prior to closing. If First Party does not remove all trash and debris from Parcel One prior to closing, Second Party, at its sole option, may elect to: (a) collect from First Party the estimated expense necessary to remove trash and debris from Parcel One and proceed to close, with the Second Party incurring any additional expenses necessary to remove all trash and debris and clean up of Parcel One subsequent to closing, (b) extend the amount of time First Party has to remove all trash and debris from Parcel One, or (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

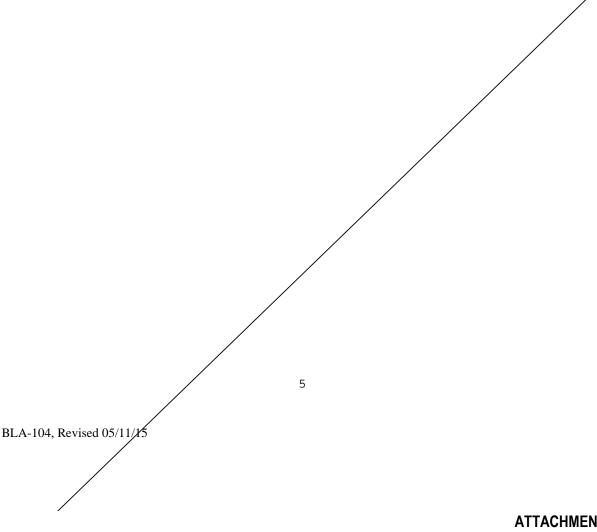
14. <u>RIGHT TO ENTER AND POSSESSION</u>. Each party agrees that from the date this Agreement is executed by the parties, officers, attorneys and duly authorized agents of each party, upon reasonable notice, shall have at all times

the right and privilege of entering the other party's parcel for all lawful purposes in connection with the this Agreement. Each party shall deliver possession of that party's parcel to the other party at closing.

- 15. <u>ACCESS</u>. First Party warrants that there is legal and practical ingress and egress for Parcel One over navigable waterways for the use and benefit of and as an appurtenance to Parcel One.
- 16. <u>DEFAULT</u>. If First Party defaults under this Agreement, Second Party may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages or any other remedy permitted by law or in equity resulting from First Party's default.
- 17. <u>BROKERS</u>. First Party warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 8. First Party shall indemnify and hold Second Party harmless from any and all such claims, whether disclosed or undisclosed.
- 18. <u>RECORDING</u>. This Agreement, or notice of it, may be recorded by either Party, upon prior notice to the other, in the appropriate county or counties.
- 19. <u>ASSIGNMENT</u>. This Agreement may not be assigned without the prior written consent of the other party.
- 20. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.
- 21. <u>SEVERABILITY</u>. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Second Party's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.
- 22. <u>SUCCESSORS IN INTEREST</u>. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.
- 23. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of Parcel One. The parties agree that if, in the reasonable opinion of DSL, it becomes necessary to amend the legal description of Parcel One to correct errors, to more properly describe the parcel, to cut out portions of the parcel affected by title defects unacceptable to Second Party or that cannot be timely removed by the First Party, or to otherwise revise the legal description of Parcel One, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement for Parcel One shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of Parcel One shall not require a written amendment to this Agreement. In such event, the First Party's execution and delivery of the closing instruments containing the revised legal description and the Second Party's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of Parcel One by the parties.

First Party acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

- 24. <u>WAIVER</u>. Failure of Second Party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.
- 25. <u>AGREEMENT EFFECTIVE</u>. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto and approved by or on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.
- 26. <u>ADDENDUM</u>. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.
- 27. <u>NOTICE</u>. Whenever a party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.
- 28. <u>SURVIVAL</u>. The covenants, warranties, representations, indemnities and undertakings of First Party set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 7. of this Agreement for Parcel One and Second Party's possession of Parcel One.
- 29. <u>CERTIFICATION REGARDING TERRORISM.</u> First Party hereby certifies that to the best of First Party's knowledge, after making all appropriate inquiries, First Party is in compliance with, and shall use Parcel Two, as well as any funds derived from the exchange of Parcel One for Parcel Two in compliance with all applicable anti-terrorism laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2339A-C, and U.S. Presidential Executive Orders 12947 and 13224.
- 30. SUBMERGED LAND LEASE AMENDMENT. Simultaneously with closing, DSL shall amend the First Party's sovereignty submerged land lease to include Parcel One and exclude Parcel Two.



IF FIRST PARTY DOES NOT EXECUTE THIS AGREEMENT ON OR BEFORE JANUARY 31, 2022, SECOND PARTY SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS AGREEMENT. SECOND PARTY'S EXECUTION OF THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. SECOND PARTY'S DUTY TO PERFORM HEREUNDER IS CONTINGENT ON: (1) CONFIRMATION THAT THE VALUE OF PARCEL ONE IS NOT IN EXCESS OF THE DSL APPROVED VALUE FOR PARCEL ONE, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE FLORIDA LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER REVENUE BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

STATE OF TEXAS

COUNTY OF DALLAS

Witness as to First Party

The foregoing instrument was acknowl notarization this 30 day of November	edged before me by means ofphysical presence or online, 2021, by He/she is personally known to me.
3- 7	Michelle Olivel
	Notary Public, State of Florida TEXAS
MICHELLE OLVEDO Notary Public, State of Texas	Michelle Olveto Printed, Typed or Stamped Name
Comm. Expires 02-23-2023 Notary ID 1121504-4	2/33/2023 My Commission Expires:
	1121504-4

Commission/Serial No.

SECOND PARTY

	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
	BY DIVISION OF STATE LANDS OF THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Witness as to Second Party	BY: Callie DeHaven Director
Witness as to Second Party	
	Date signed by Second Party
Approved as to Form and Legality	
By:	
Date:	
STATE OF FLORIDA COUNTY OF LEON	
notarization this day of	ged before me by means of physical presence or online, 2021, by Callie DeHaven, Director of the Division of State tal Protection, as agent for and on behalf of the Board of Trustees e of Florida. She is personally known to me.
	Notary Public, State of Florida
	Printed, Typed or Stamped Name
	My Commission Expires:
	Commission/Serial No.

RSBC -1

A parcel of land in Section 3, Township 43 South, Range 43 East, Palm Beach County Florida; said parcel of land being specifically described as follows:

Commence at the Northwest (NW) corner of Parcel 2 as shown on the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records; Thence, South 87°56'00" East, along the North line of said Parcel 2, a distance of 44.41 feet; Thence, South 12°36'28" East, along the Easterly line of said Parcel 2, a distance of 36.11 feet; Thence, South 12°54'10" East, continuing along said Easterly line of Parcel 2, a distance of 36.64 feet; Thence, South 12°11'39" East, continuing along said Easterly line, a distance of 30.62 feet; Thence, South 87°56'00" East, continuing along said Easterly line a distance of 3.20 feet; Thence, South 02°26'50" West, continuing said East line, a distance of 99.21 feet to the Northerly line of the parcel with Point of Beginning "A" as described in the Trustees of the Internal Improvement Trust Fund (TIITF) Instrument No. 30101 (4722-50) and the POINT OF BEGINNING.

Thence the following six (6) courses along said TIITF parcel with Point of Beginning "A":

Thence, South 86°10'54" East, a distance of 327.33 feet;

Thence, South 00°35'25" West, a distance of 63.90 feet;

Thence, South 89°13'52" West, a distance of 8.36 feet;

Thence, North 00°51'51" East, a distance of 52.62 feet;

Thence, North 45°52'17" West, a distance of 4.34 feet;

Thence, North 86°13'59" West, a distance of 363.81 feet to the East line of said Parcel 2;

Thence, North 00°30'30" West, along said east line of Parcel 2, a distance of 6.11 feet to the Southerly face of the existing seawall (as of January 1, 2021);

Thence, South 87°50'35" East, along said Southerly face of the existing seawall, a distance of 47.49

Thence, North 01°45'57" East, along the Easterly face of said existing seawall, a distance of 1.17 feet to said Easterly line of Parcel 2;

Thence, South 87°56'00" East, along said East line of Parcel 2, a distance of 0.28 feet;

Thence, North 02°26'50" East, continuing along said East line, a distance of 0.79 feet to the **POINT OF** BEGINNING.

The above described parcel of land contains 3808.21 square feet more or less.

DATE





Scale Date: N/A Nov. 2021 Drawn By: G.C.Y. IV H.E.

- 1) This sketch and legal description is based on office information only and does not represent a boundary survey.
- 2) This legal description shall not be valid unless provided in its entirety consisting of 4 sheets, with sheets 3 & 4 being the sketch of description.
- 3) Bearings shown hereon are referenced to the North line of Parcel 2 of the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records having a bearing of South 87°56'00" East, and all others are relative thereto.

Certification

This is an electronically signed and sealed document pursuant to Chapter 5J-17.052, Florida Administrative Code. The printed survey map or report or copies thereof are not valid without the original signature and raised seal of a Florida licensed surveyor or mapper.

I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Standards of Practice for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

by Howard J. Ehmke II Howard J. Ehmke II

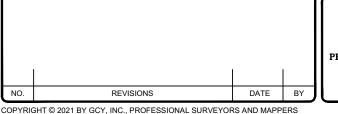
REVISIONS

Professional Surveyor and Ma pper Date: Florida Certificate No. 4191

2021.11.23

07:34:17 -05'00'

Digitally signed



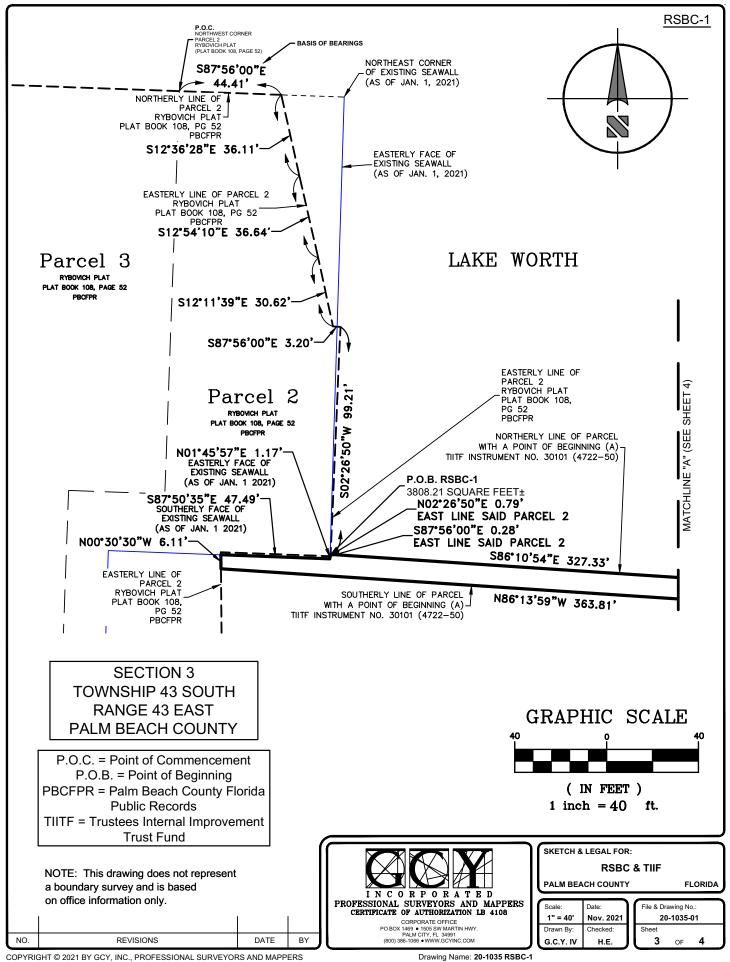


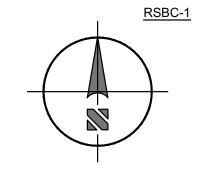


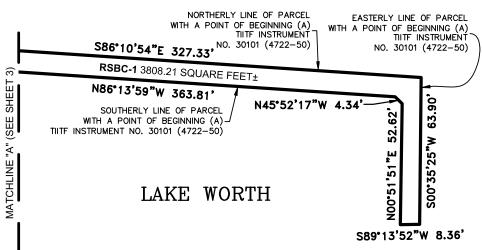
Nov. 2021

N/A

Drawn By:

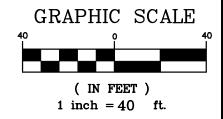






P.O.C. = Point of Commencement P.O.B. = Point of Beginning PBCFPR = Palm Beach County Florida Public Records TIITF = Trustees Internal Improvement Trust Fund

SECTION 3 TOWNSHIP 43 SOUTH RANGE 43 EAST PALM BEACH COUNTY



NOTE: This drawing does not represent a boundary survey and is based on office information only. REVISIONS DATE I N C O R P O R A T E D
PROFESSIONAL SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION LB 4108

CORPORATE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY.
PALM CITY, FL 34991
(800) 386-1066 • WWW.GCYINC.COM

SKETCH & LEGAL FOR: **RSBC & TIIF** PALM BEACH COUNTY FLORIDA Date: File & Drawing No.:

1" = 40' Nov. 2021 Drawn By: Checked G.C.Y. IV H.E.

20-1035-01

BY

RSBC-2

A parcel of land in Section 3, Township 43 South, Range 43 East, Palm Beach County Florida being a portion of the Rybovich Plat recorded in Plat Book 108, page 52, Palm Beach County Florida Public Records; said parcel of land being specifically described as follows:

Commence at the Northwest (NW) corner of Parcel 2 as shown on said Rybovich Plat; Thence, South 87°56'00" East, along the North line of said Parcel 2, a distance of 44.41 feet; Thence, South 12°36'28" East, along the Easterly line of said Parcel 2, a distance of 36.11 feet; Thence, South 12°54'10" East, continuing along said Easterly line of Parcel 2, a distance of 36.64 feet; Thence, South 12°11'39" East, continuing along said Easterly line, a distance of 30.62 feet; Thence, South 87°56'00" East, continuing along said Easterly line a distance of 3.20 feet; Thence, South 02°26'50" West, continuing said East line, a distance of 100.00 feet; Thence, North 87°56'00" West, continuing along said East line, a distance of 47.82 feet; Thence, South 00°30'30" East, continuing along said East line, a distance of 1.10 feet to the Southerly face of the existing seawall (as of January 1, 2021) and the **POINT OF BEGINNING**.

Thence, continue South 00°30'30" East, along said East line, a distance of 49.98 feet; Thence, South 89°37'00" West, continuing along said East line, a distance of 15.31 feet; Thence, North 00°02'00" West, a distance of 50.64 feet to said Southerly face of the existing seawall; Thence, South 87°50'35" East, along said Southerly face of the existing seawall, a distance of 14.91 feet to the **POINT OF BEGINNING**.

The above described together with parcel of land contains 759.90 square feet more or less.



RSBC & TIIF

SKETCH & LEGAL FOR:

DATE

- 1) This sketch and legal description is based on office information only and does not represent a boundary survey.
- 2) This legal description shall not be valid unless provided in its entirety consisting of 3 sheets, with sheet 3 being the sketch of description.
- 3) Bearings shown hereon are referenced to the North line of Parcel 2 of the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records having a bearing of South 87°56'00" East, and all others are relative thereto.

Certification

This is an electronically signed and sealed document pursuant to Chapter 5J-17.052, Florida Administrative Code. The printed survey map or report or copies thereof are not valid without the original signature and raised seal of a Florida licensed surveyor or mapper.

I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Standards of Practice for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

Digitally signed

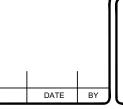
Howard J. Ehmke II STATE OF

Professional Surveyor and Me 2021.11.23
Florida Certificate No. 419

Ehmke II Date:

by Howard J.

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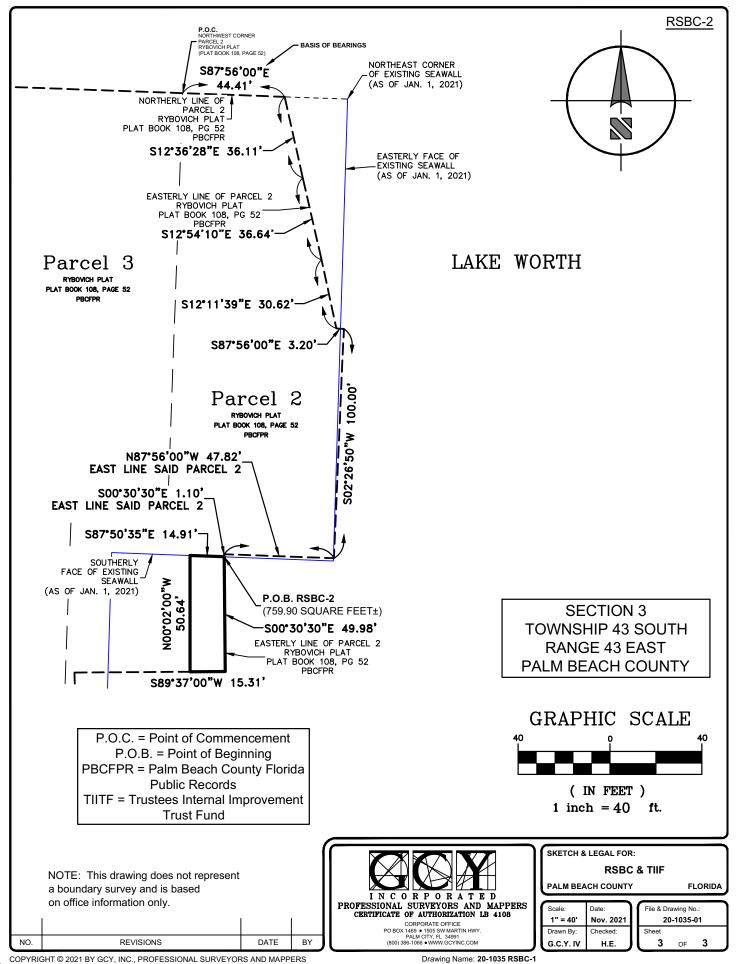


Drawing Name: 20-1035 RSBC-1

G.C.Y. IV

REVISIONS

RD J. EHMATA



RSBC-3

A parcel of land in Section 3, Township 43 South, Range 43 East, Palm Beach County Florida; said parcel of land being specifically described as follows:

Commence at the Northwest (NW) corner of Parcel 2 as shown on the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records; Thence, South 87°56'00" East, along the North line of said Parcel 2, a distance of 44.41 feet; Thence, South 12°36'28" East, along the Easterly line of said Parcel 2, a distance of 36.11 feet; Thence, South 12°54'10" East, continuing along said Easterly line of Parcel 2, a distance of 36.64 feet; Thence, South 12°11'39" East, continuing along said Easterly line, a distance of 30.62 feet; Thence, South 87°56'00" East, continuing along said Easterly line a distance of 3.20 feet; Thence, South 02°26'50" West, continuing said East line, a distance of 100.00 feet; Thence, North 87°56'00" West, continuing along said East line, a distance of 47.82 feet; Thence, South 00°30'30" East, continuing along said East line, a distance of 51.08 feet; Thence South 89°37'00" West, continuing along said Easterly line, a distance of 51.03 feet to the Easterly face of the existing seawall (as of January 1, 2021);

Thence, South 01°44'58" West, along said Easterly face of the existing seawall, a distance of 65.15 feet to the Northerly line of the parcel with a Point of Beginning "B" as described in the Trustees of the Internal Improvement Trust Fund (TIITF) Instrument No. 30101 (4722-50) and the POINT OF BEGINNING.

Thence, continue South 01°44'58" West, along said Easterly face of the existing seawall, a distance of 20.04 feet to the Southerly line of said TIITF parcel with a Point of Beginning "B";

Thence, North 88°11'15" East, along the said Southerly line of said TITF parcel with a Point of Beginning "B", a distance of 50.46 feet; to the Easterly line of said TIITF parcel with a Point of Beginning "B";

Thence, North 01°48'45" West, along said Easterly line of said TITF parcel with a Point of Beginning "B", a distance of 20.00 feet, to the Northerly line of said TIITF parcel with a Point of Beginning "B"; Thence, South 88°11'15" West, along said Northerly line of said TIITF parcel with a Point of Beginning "B", a distance of 49.22 feet to the **POINT OF BEGINNING**.

The above described parcel of land contains 996.78 square feet more or less.





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- 2) This legal description shall not be valid unless provided in its entirety consisting of 3 sheets, with sheet 3 being the sketch of description.
- 3) Bearings shown hereon are referenced to the North line of Parcel 2 of the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records having a bearing of South 87°56'00" East, and all others are relative thereto.

Certification

This is an electronically signed and sealed document pursuant to Chapter 5J-17.052, Florida Administrative Code. The printed survey map or report or copies thereof are not valid without the original signature and raised seal of a Florida licensed surveyor or mapper.

I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Standards of Practice for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

b Barrers

Howard J. Ehmke II

Professional Surveyor and Ma pper Date:

Florida Certificate No. 4191

Digitally signed by Howard J.

Ehmke II

2021.11.23

07:36:09 -05'00'

DATE



SKETCH & LEGAL FOR:

RSBC & TIIF

PALM BEACH COUNTY FLORIDA

 Scale:
 Date:

 N/A
 Nov. 2021

 Drawn By:
 Checked:

 G.C.Y. IV
 H.E.

File & Drawing No.:

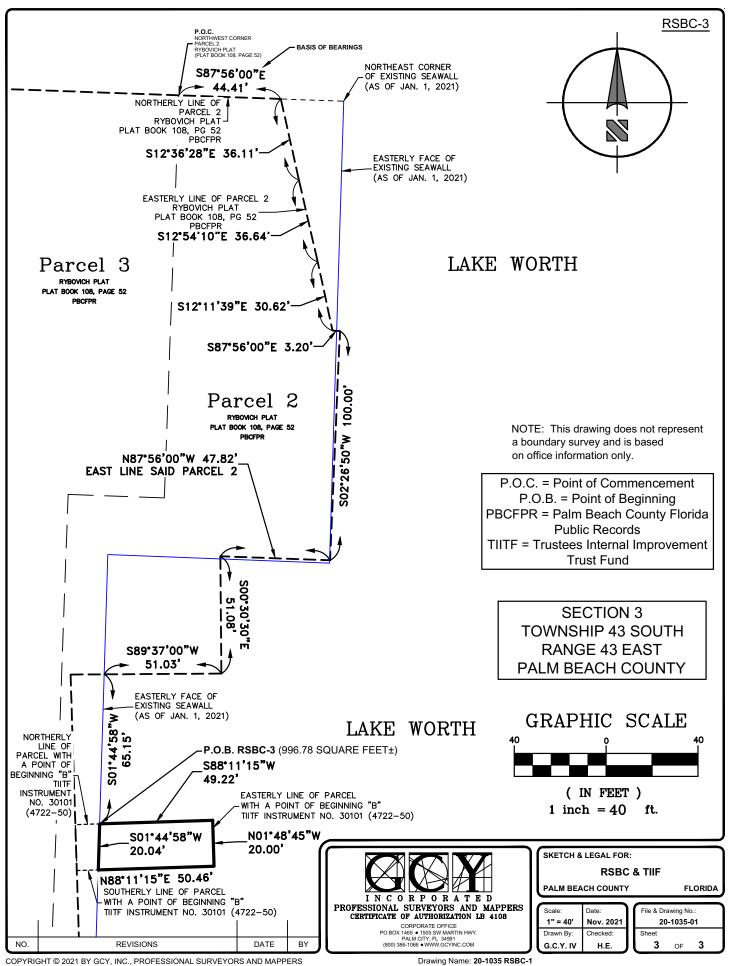
20-1035-01

Sheet

2 OF 3

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REVISIONS



RSBC-4

A parcel of land in Section 3, Township 43 South, Range 43 East, Palm Beach County Florida; said parcel of land being specifically described as follows:

Commence at the Northwest (NW) corner of Parcel 2 as described in the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records; Thence, South 87°56'00" East, along the North line of said Parcel 2, a distance of 44.41 feet; Thence, South 12°36'28" East, along the Easterly line of said Parcel 2, a distance of 36.11 feet; Thence, South 12°54'10" East, continuing along said Easterly line of Parcel 2, a distance of 36.64 feet; Thence, South 12°11'39" East, continuing along said Easterly line, a distance of 30.62 feet; Thence, South 87°56'00" East, continuing along said Easterly line a distance of 3.20 feet; Thence, South 02°26'50" West, continuing said East line, a distance of 100.00 feet; Thence, North 87°56'00" West, continuing along said East line, a distance of 47.82 feet; Thence, South 00°30'30" East, continuing along said East line, a distance of 51.08 feet; Thence South 89°37'00" West, continuing along said Easterly line, a distance of 51.03 feet to the Easterly face of the existing seawall (as of January 1, 2021);

Thence, South 01°44'58" West, along said Easterly face of the existing seawall, a distance of 129.28 feet to the Northerly line of the parcel with a Point of Beginning "C" as described in the Trustees of the Internal Improvement Trust Fund (TIITF) Instrument No. 30101 (4722-50) and the POINT OF BEGINNING.

Thence, continue South 01°44'58" West, along said Easterly face of the existing seawall, a distance of 22.04 feet to the Southerly line of said parcel with a Point of Beginning "C";

Thence, North 88°11'15" East, along said Southern line of TIIF parcel with a Point of Beginning "C", a distance of 54.45 feet to the Easterly line of said TIIF parcel with a Point of Beginning "C";

Thence, North 01°48'45" West, along said Easterly line of said TIITF parcel with a Point of Beginning "C", a distance of 20.00 feet to the Northerly line of said TIITF parcel with a Point of Beginning "C";

Thence, South 88°11'15" West, along said Northerly line a distance of 53.20 feet to the POINT OF BEGINNING.

The above described parcel of land contains 1076.46 square feet more or less.



SKETCH & LEGAL FOR: **RSBC & TIIF** PALM BEACH COUNTY FLORIDA Scale Date Nov. 2021 N/A 20-1035-01

DATE

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- 2) This legal description shall not be valid unless provided in its entirety consisting of 4 sheets, with sheets 3 & 4 being the sketch of description.
- 3) Bearings shown hereon are referenced to the North line of Parcel 2 of the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records having a bearing of South 87°56'00" East, and all others are relative thereto.

Certification

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I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Standards of Practice for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

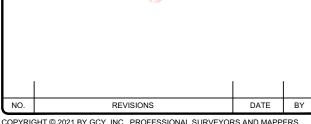
Digitally signed

Howard J. Ehmke I STATE OF Professional Survivor and N

Professional Surveyor and Moppel Florida Certificate No. 4191

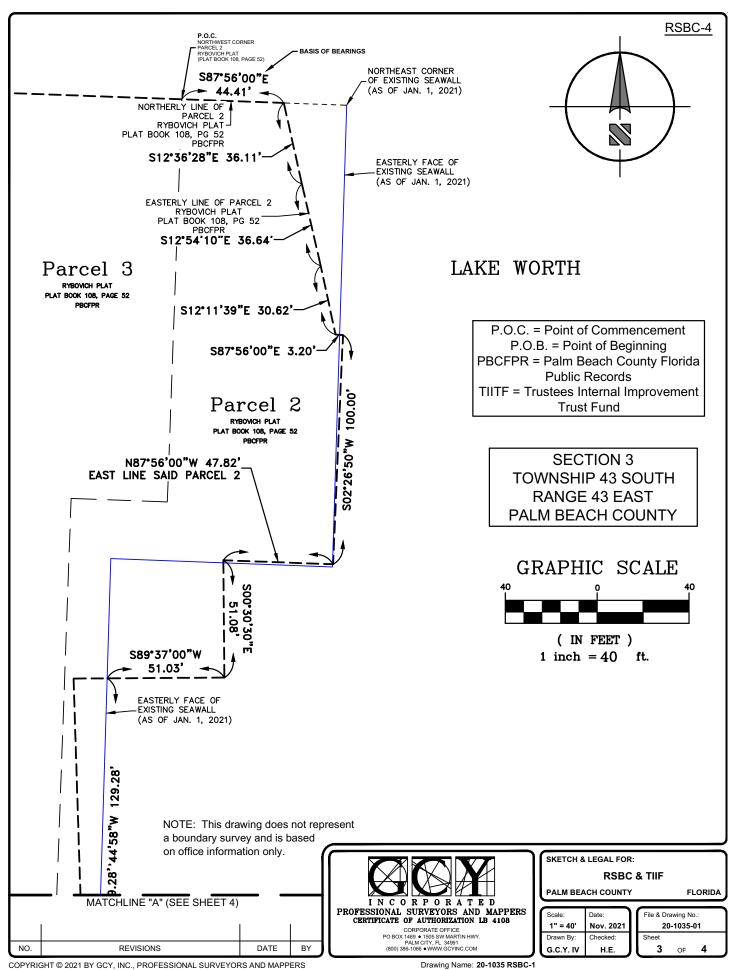
by Howard J. Ehmke II Date: er 2021.11.23

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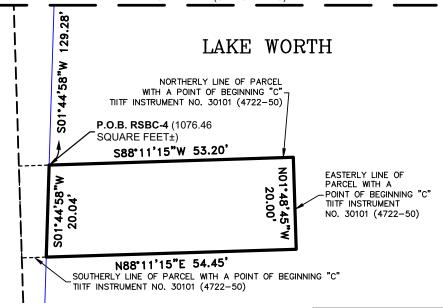




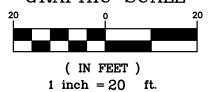


RSBC-4

MATCHLINE "A" (SEE SHEET 3)



GRAPHIC SCALE



NOTE: This drawing does not represent a boundary survey and is based on office information only.

P.O.C. = Point of Commencement
P.O.B. = Point of Beginning
PBCFPR = Palm Beach County Florida
Public Records
TIITF = Trustees Internal Improvement
Trust Fund

SECTION 3 TOWNSHIP 43 SOUTH RANGE 43 EAST PALM BEACH COUNTY



G.C.Y. IV

SKETCH & LEGAL FOR:

File & Drawing No.: 20-1035-01 Sheet 4 OF 4

FLORIDA

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DATE

REVISIONS

Drawing Name: 20-1035 RSBC-1

RSBC & TIIF

RSBC-5

A parcel of land in Section 3, Township 43 South, Range 43 East, Palm Beach County Florida; said parcel of land being specifically described as follows:

Commence at the Northwest (NW) corner of Parcel 2 as described in the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records; Thence, South 87°56'00" East, along the North line of said Parcel 2, a distance of 44.41 feet; Thence, South 12°36'28" East, along the Easterly line of said Parcel 2, a distance of 36.11 feet; Thence, South 12°54'10" East, continuing along said Easterly line of Parcel 2, a distance of 36.64 feet; Thence, South 12°11'39" East, continuing along said Easterly line, a distance of 30.62 feet; Thence, South 87°56'00" East, continuing along said Easterly line a distance of 3.20 feet; Thence, South 02°26'50" West, continuing said East line, a distance of 100.00 feet; Thence, North 87°56'00" West, continuing along said East line, a distance of 47.82 feet; Thence, South 00°30'30" East, continuing along said East line, a distance of 51.08 feet; Thence South 89°37'00" West, continuing along said Easterly line, a distance of 51.03 feet to the Easterly face of the existing seawall (as of January 1, 2021);

Thence, South 01°44'58" West, along said Easterly face of said existing seawall, a distance of 171.45 feet to the Northerly line of the parcel with a Point of Beginning "D" as described in the Trustees of the Internal Improvement Trust Fund (TIITF) Instrument No. 30101 (4722-50); and the **POINT OF BEGINNING**.

Thence, continue South 01°44'58" West, along said Easterly face of the existing seawall, a distance of 1.81 feet;

Thence, South 88°23'45" East, along the Northerly face of said existing seawall, a distance of 47.72 feet to the intersection with said Northerly line of the TITF parcel with a Point of Beginning "D";

Thence, North 86°13'06" West, along said Northerly line of the TIITF parcel with Point of Beginning "D", a distance of 47.75 feet to the **POINT OF BEGINNING**.

The above described parcel of land contains 43.28 square feet more or less.

DATE



SKETCH & LEGAL FOR:

RSBC & TIIF

PALM BEACH COUNTY FLORIDA

 Scale:
 Date:

 N/A
 Nov. 2021

 Drawn By:
 Checked:

 G.C.Y. IV
 H.E.



- 1) This sketch and legal description is based on office information only and does not represent a boundary survey.
- 2) This legal description shall not be valid unless provided in its entirety consisting of 4 sheets, with sheets 3 & 4 being the sketch of description.
- 3) Bearings shown hereon are referenced to the North line of Parcel 2 of the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records having a bearing of South 87°56'00" East, and all others are relative thereto.

Certification

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I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

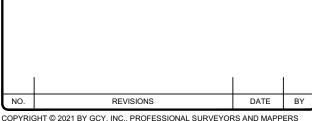
I further certify that this sketch and description meets the Standards of Practice for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative. Digitally signed

Howard J. Ehmke II STATE OF Professional Surveyor and Marper

Date: Florida Certificate No. 4191

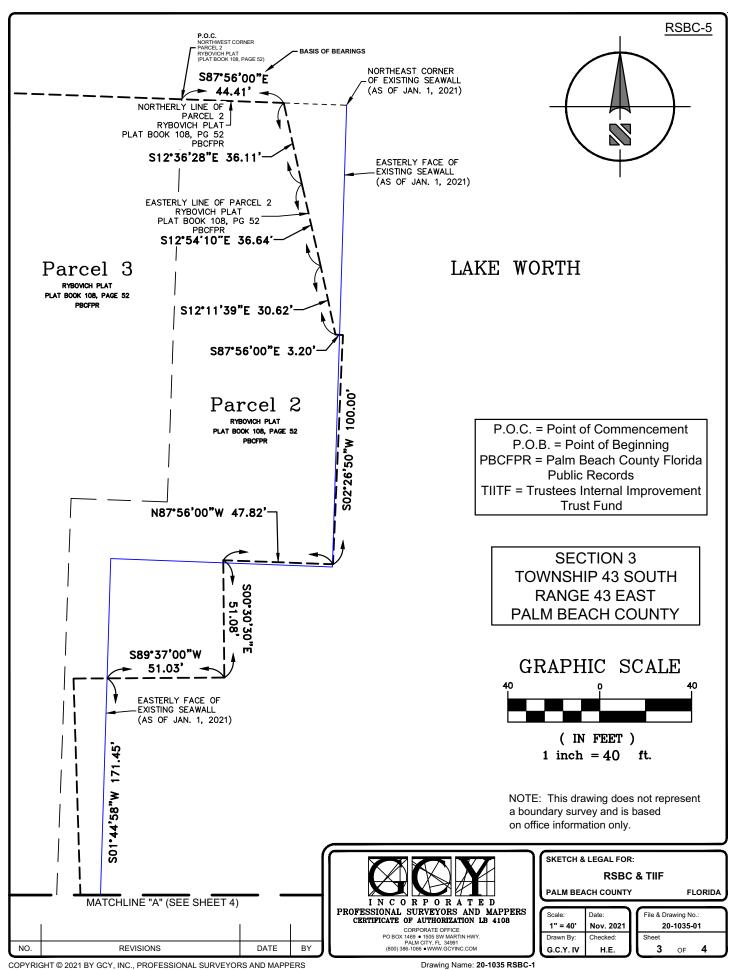
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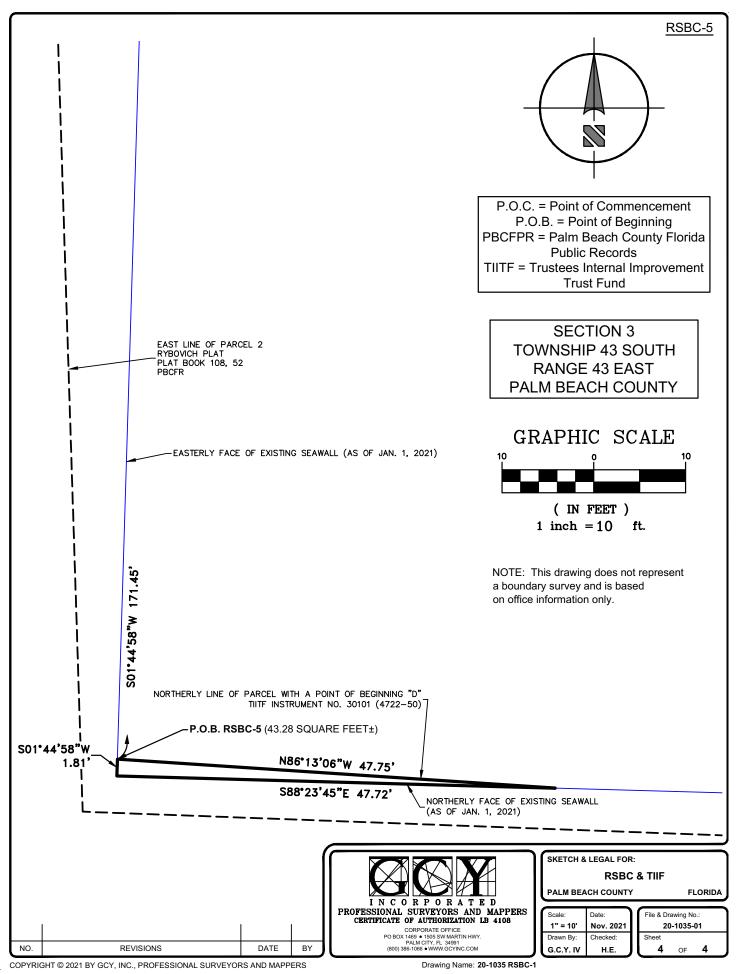
by Howard J. Ehmke II











RSBC-6

A parcel of land in Section 3, Township 43 South, Range 43 East, Palm Beach County Florida; said parcel of land being specifically described as follows:

Commence at the Northwest (NW) corner of Parcel 2 as described in the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records; Thence, South 87°56'00" East, along the North line of said Parcel 2, a distance of 44.41 feet; Thence, South 12°36'28" East, along the Easterly line of said Parcel 2, a distance of 36.11 feet; Thence, South 12°54'10" East, continuing along said Easterly line of Parcel 2, a distance of 36.64 feet; Thence, South 12°11'39" East, continuing along said Easterly line, a distance of 30.62 feet; Thence, South 87°56'00" East, continuing along said Easterly line a distance of 3.20 feet; Thence, South 02°26'50" West, continuing said East line, a distance of 100.00 feet; Thence, North 87°56'00" West, continuing along said East line, a distance of 47.82 feet; Thence, South 00°30'30" East, continuing along said East line, a distance of 51.08 feet; Thence South 89°37'00" West, continuing along said Easterly line, a distance of 51.03 feet to the Easterly face of the existing seawall (as of January 1, 2021);

Thence, South 01°44'58" West, along said Easterly face of the existing seawall, a distance of 173.26 feet; Thence, South 88°23'45" East, along the Northerly face of said existing seawall, a distance of 434.29 feet to the Westerly line of the parcel with Point of Beginning "E" as described in the Trustees of the Internal Improvement Trust Fund (TIITF) Instrument No. 30101 (4722-50) and the **POINT OF BEGINNING**.

Thence, continue South 88°23'45" East, along the Northerly face of said existing seawall, a distance of 1.00 feet to the Easterly line of said TIITF parcel with Point of Beginning "E";

Thence, North 00°04'59" West, along said Easterly of the TIITF parcel with a Point of Beginning "E", a distance of 104.61 feet to the Northerly line of said TIITF parcel with Point of Beginning "E";

Thence, South 89°55'01" West, along said Northerly line of the TIITF parcel with a Point of Beginning "E", a distance of 1.00 feet to the Westerly line of said TIITF parcel with a Point of Beginning "E";

Thence, South 00°04'59" East, along said Westerly line of said TIITF parcel with Point of Beginning "E", a distance of 104.58' to the **POINT OF BEGINNING**.

The above described parcel of land contains 104.59 square feet more or less.

DATE



SKETCH & LEGAL FOR:

RSBC & TIIF

PALM BEACH COUNTY FLORIDA

 Scale:
 Date:

 N/A
 Nov. 2021

 Drawn By:
 Checked:

 G.C.Y. IV
 H.E.



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REVISIONS

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- 3) Bearings shown hereon are referenced to the North line of Parcel 2 of the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records having a bearing of South 87°56'00" East, and all others are relative thereto.

Certification

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Howard J. Ehmke I

Professional Surveyor and Ma pper Date: Florida Certificate No. 4191

Digitally signed by Howard J. Ehmke II

2021.11.23

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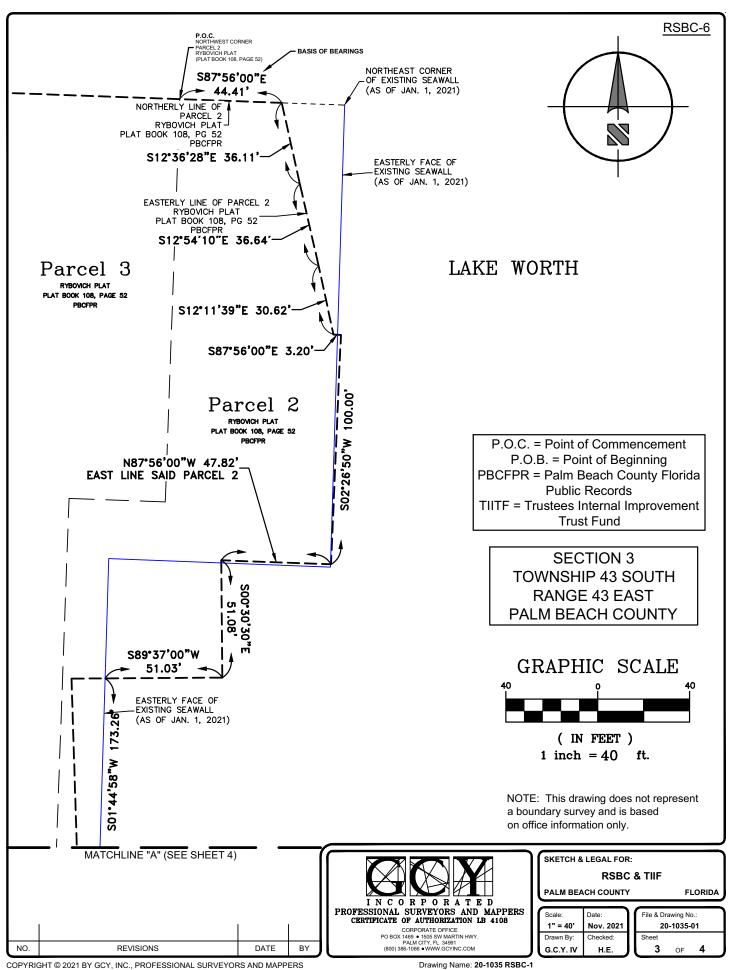
SKETCH & LEGAL FOR: **RSBC & TIIF** PALM BEACH COUNTY FLORIDA

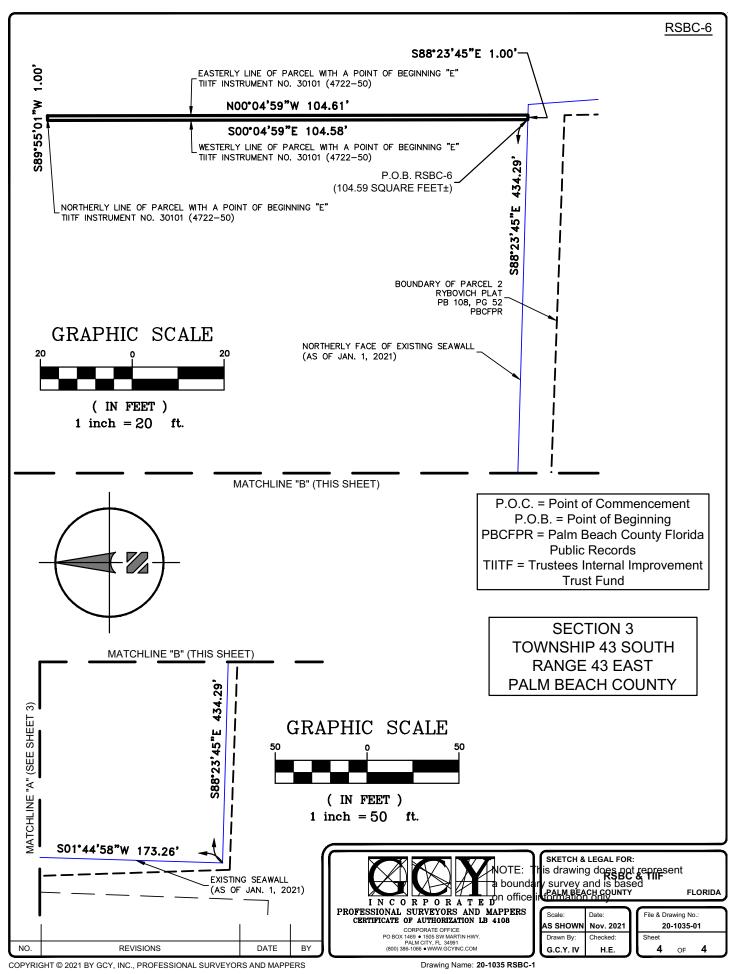
Date N/A Nov. 2021 Drawn By G.C.Y. IV

20-1035-01

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REVISIONS





TIIF-1

A parcel of land in Section 3, Township 43 South, Range 43 East, Palm Beach County Florida; said parcel being specifically described as follows:

Commence at the Northwest (NW) corner of Parcel 2 as described in the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records; Thence, South 87°56'00" East, along the North line of said Parcel 2, a distance of 44.41 to the **POINT OF BEGINNING**.

Thence, South 12°36'28" East, along the Easterly line of said Parcel 2, a distance of 36.11 feet; Thence, South 12°54'10" East, continuing along said Easterly line of Parcel 2, a distance of 36.64 feet;

Thence, South 12°11'39" East, continuing along said Easterly line, a distance of 30.62 feet;

Thence, South 87°56'00" East, continuing along said Easterly line a distance of 1.73 feet to the Easterly face of the existing seawall (as of January 1, 2021);

Thence, North 01°45'57" East, along said Easterly face of the seawall, a distance of 100.00 feet to the northeast corner of said seawall;

Thence, North 87°56'00" West, a distance of 27.36 feet to the **POINT OF BEGINNING**.

The above described parcel of land contains 1446.89 square feet more or less.



SKETCH & LEGAL FOR:

RSBC & TIIF

PALM BEACH COUNTY

FLORIDA

Scale: Date: File & Drawing No.:

 Scale:
 Date:

 N/A
 Nov. 2021

 Drawn By:
 Checked:

 G.C.Y. IV
 H.E.

File & Drawing No.:
20-1035-01
Sheet
1 OF 3

DATE

- 1) This sketch and legal description is based on office information only and does not represent a boundary survey.
- 2) This legal description shall not be valid unless provided in its entirety consisting of 3 sheets, with sheet 3 being the sketch of description.
- 3) Bearings shown hereon are referenced to the North line of Parcel 2 of the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records having a bearing of South 87°56'00" East, and all others are relative thereto.

Certification

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I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Standards of Practice for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

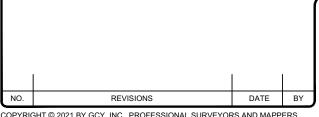
Howard J. Ehmkell STATE OF

Professional Surveyor and Manager 2021.11.23 Florida Certificate No. 4191

Digitally signed by Howard J. Ehmke II

Date:

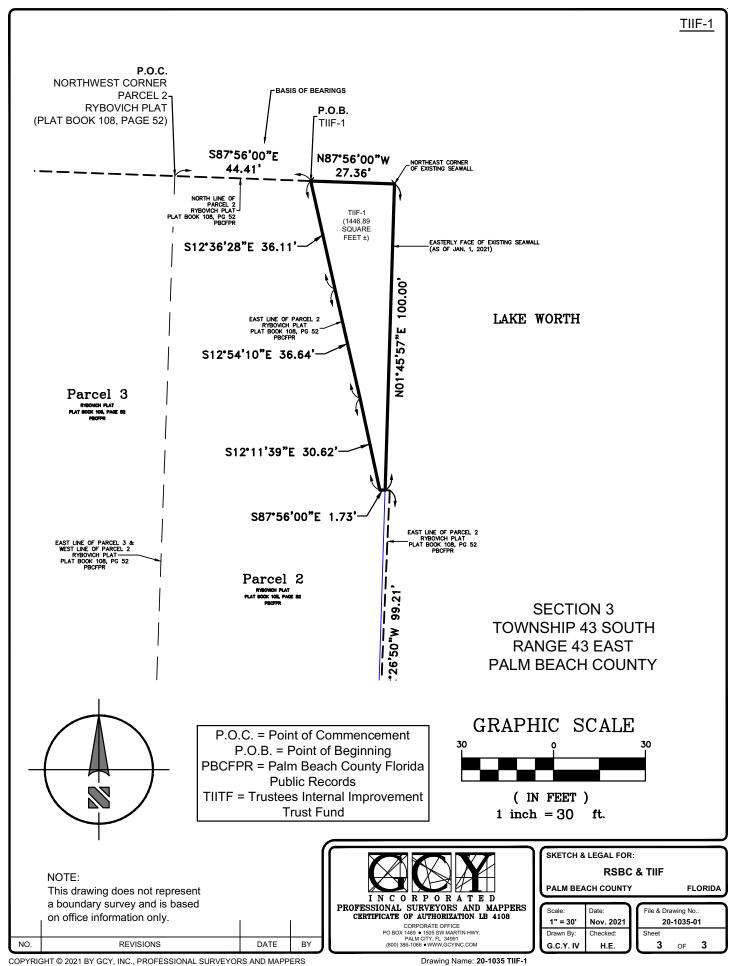
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Drawing Name: 20-1035 TIIF-1



TIIF -2

A parcel of land in Section 3, Township 43 South, Range 43 East, Palm Beach County Florida; said parcel of land being specifically described as follows:

Commence at the Northwest (NW) corner of Parcel 2 as shown on the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records; Thence, South 87°56'00" East, along the North line of said Parcel 2, a distance of 44.41 feet; Thence, South 12°36'28" East, along the Easterly line of said Parcel 2, a distance of 36.11 feet; Thence, South 12°54'10" East, continuing along said Easterly line of Parcel 2, a distance of 36.64 feet; Thence, South 12°11'39" East, continuing along said Easterly line, a distance of 30.62 feet; Thence, South 87°56'00" East, continuing along said Easterly line a distance of 3.20 feet; Thence, South 02°26'50" West, continuing said East line, a distance of 100.00 feet; Thence, North 87°56'00" West, continuing along said East line, a distance of 47.82 feet; Thence, South 00°30'30" East, continuing along said East line, a distance of 51.08 feet; Thence South 89°37'00" West, continuing along said Easterly line, a distance of 51.03 feet to the Easterly face of the existing seawall (as of January 1, 2021) and the **POINT OF BEGINNING**. Thence, South 01°44'58" West, along said Easterly face of the seawall, a distance of 65.15 feet to the Northerly line of the parcel with a Point of Beginning "B" as described in the Trustees of the Internal Improvement Trust Fund Instrument No. 30101 (4722-50);

Thence, South 88°11'15" West, along said Northerly line, a distance of 10.59 feet to said Easterly line of Parcel 2;

Thence, North 01°49'45" West, continuing along said East line of Parcel 2, a distance of 65.39 feet; Thence, North 89°37'00" East, along said East line of Parcel 2, a distance of 14.66 feet to the **POINT OF BEGINNING**.

The above described parcel of land contains 823.57 square feet more or less.

DATE



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REVISIONS

Drawing Name: 20-1035 TIIF-1

H.E.

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Certification

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I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Standards of Practice for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

Howard J. Ehmke II STATE OF

Professional Surveyor and Marper Florida Certificate No. 4191

Digitally signed by Howard J. Ehmke II

Date: 2021.11.23 05:51:00 -05'00'

DATE

PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 4108
COOPERATE OFFICE
PO BOX 1469 • 1505 SW MARTIN HWY.
PALM CITY, FL 34991
(800) 386-1086 • WWW CSTYNC.COM

 Scale:
 Date:

 N/A
 Nov. 2021

 Drawn By:
 Checked:

 G.C.Y. IV
 H.E.

SKETCH & LEGAL FOR:

PALM BEACH COUNTY

File & Drawing No.:

20-1035-01

Sheet

2 OF 3

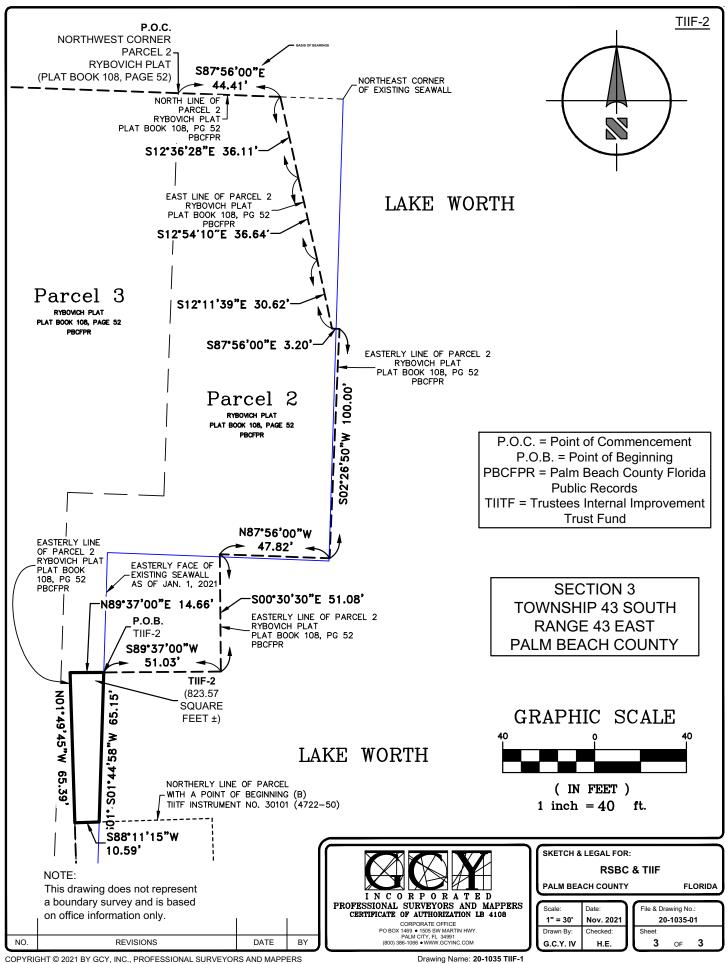
FLORIDA

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REVISIONS

Drawing Name: 20-1035 TIIF-1

RSBC & TIIF



TIIF -3

A parcel of land in Section 3, Township 43 South, Range 43 East, Palm Beach County Florida; said parcel being specifically described as follows:

Commence at the Northwest (NW) corner of Parcel 2 as described in the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records; Thence, South 87°56'00" East, along the North line of said Parcel 2, a distance of 44.41 feet; Thence, South 12°36'28" East, along the Easterly line of said Parcel 2, a distance of 36.11 feet; Thence, South 12°54'10" East, continuing along said Easterly line of Parcel 2, a distance of 36.64 feet; Thence, South 12°11'39" East, continuing along said Easterly line, a distance of 30.62 feet; Thence, South 87°56'00" East, continuing along said Easterly line a distance of 3.20 feet; Thence, South 02°26'50" West, continuing said East line, a distance of 100.00 feet; Thence, North 87°56'00" West, continuing along said East line, a distance of 47.82 feet; Thence, South 00°30'30" East, continuing along said East line, a distance of 51.08 feet; Thence South 89°37'00" West, continuing along said Easterly line, a distance of 51.03 feet to the Easterly face of the existing seawall (as of January 1, 2021); Thence, South 01°44'58" West, along said Easterly face of the seawall, a distance of 85.19 feet to the Southerly line of the parcel with a Point of Beginning "B" as described in the Trustees of the Internal Improvement Trust Fund (TIITF) Instrument No. 30101 (4722-50) and the **POINT OF BEGINNING.**

Thence, continue South 01°44'58" West, along said Easterly face of the existing seawall, a distance of 44.09 feet to the Northerly line of the parcel with Point of Beginning "C" as described in the Trustees of the Internal Improvement Trust Fund (TIITF) Instrument No. 30101 (4722-50);

Thence, South 88°11'15" West, along said northerly line of the said TIITF parcel with a Point of Beginning "C", a distance of 6.59 feet to the Easterly line of said Parcel 2;

Thence, North 01°49'45" West, along said Easterly line of Parcel 2, a distance of 44.00 feet to the Southerly line of said parcel with a Point of Beginning "B" as described in the Trustees of the Internal Improvement Trust Fund (TIITF) Instrument No. 30101 (4722-50);

Thence, North 88°11'15" East, along said Southerly line of the parcel with a Point of Beginning "B", a distance of 9.34 feet to the **POINT OF BEGINNING**.

The above described parcel of land contains 350.40 square feet more or less.

DATE





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REVISIONS

Drawing Name: 20-1035 TIIF-1

H.E.

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- 2) This legal description shall not be valid unless provided in its entirety consisting of 4 sheets, with sheets 3 & 4 being the sketch of description.
- 3) Bearings shown hereon are referenced to the North line of Parcel 2 of the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records having a bearing of South 87°56'00" East, and all others are relative thereto.

Certification

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I further certify that this sketch and description meets the Standards of Practice for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

Howard J. Ehmke I STATE OF

Professional Surveyor and Mapper Florida Certificate No. 4191

Digitally signed by Howard J. Ehmke II Date:

2021.11.23

05:53:59 -05'00'

DATE

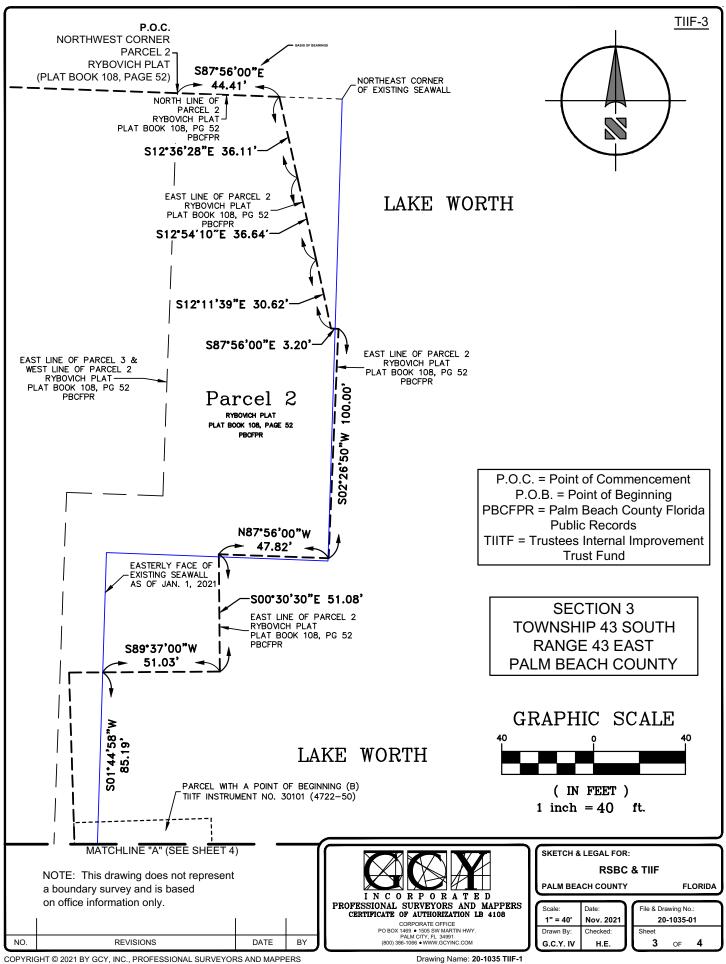




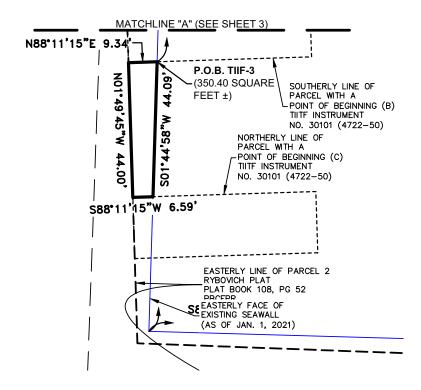
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REVISIONS

Drawing Name: 20-1035 TIIF-1

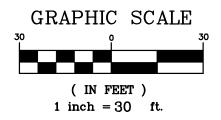


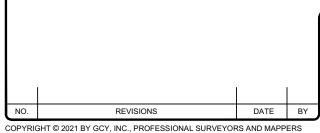
TIIF-3



P.O.C. = Point of Commencement P.O.B. = Point of Beginning PBCFPR = Palm Beach County Florida Public Records TIITF = Trustees Internal Improvement Trust Fund

SECTION 3 TOWNSHIP 43 SOUTH RANGE 43 EAST PALM BEACH COUNTY









Drawing Name: 20-1035 TIIF-1

H.E.

TIIF -4

A parcel of land in Section 3, Township 43 South, Range 43 East, Palm Beach County Florida; said parcel of land being specifically described as follows:

Commence at the Northwest (NW) corner of Parcel 2 as described in the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records; Thence, South 87°56'00" East, along the North line of said Parcel 2, a distance of 44.41 feet; Thence, South 12°36'28" East, along the Easterly line of said Parcel 2, a distance of 36.11 feet; Thence, South 12°54'10" East, continuing along said Easterly line of Parcel 2, a distance of 36.64 feet; Thence, South 12°11'39" East, continuing along said Easterly line, a distance of 30.62 feet; Thence, South 87°56'00" East, continuing along said Easterly line a distance of 3.20 feet; Thence, South 02°26'50" West, continuing said East line, a distance of 100.00 feet; Thence, North 87°56'00" West, continuing along said East line, a distance of 47.82 feet; Thence, South 00°30'30" East, continuing along said East line, a distance of 51.08 feet; Thence South 89°37'00" West, continuing along said Easterly line, a distance of 51.03 feet to the Easterly face of the existing seawall (as of January 1, 2021); Thence, South 01°44'58" West, along said Easterly face of the existing seawall, a distance of 149.32 feet to the Southerly line of the parcel with a Point of Beginning "C" as described in the Trustees of the Internal Improvement Trust Fund (TIITF) Instrument No. 30101 (4722-50) and the **POINT OF BEGINNING**.

Thence, continue South 01°44'58" West, along said Easterly face of the existing seawall, a distance of 22.13 feet to the Northerly line of the parcel with Point of Beginning "D" as described in the Trustees of the Internal Improvement Trust Fund (TIITF) Instrument No. 30101 (4722-50);

Thence, North 86°13'06" West, along said Northerly line of the TIITF parcel with a Point of Beginning "D", a distance of 3.97 feet to the said Easterly line of Parcel 2;

Thence, North 01°49'45" West, along said Easterly line of Parcel 2, a distance of 21.70 feet to the Southerly line of said parcel with a Point of Beginning "C";

Thence, North 88°11'15" East, along said Southern line of said TIITF parcel with Point of Beginning "C", a distance of 5.34 feet to the **POINT OF BEGINNING.**

The above described parcel of land contains 101.86 square feet more or less.

DATE



REVISIONS

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- 2) This legal description shall not be valid unless provided in its entirety consisting of 4 sheets, with sheets 3 & 4 being the sketch of description.
- 3) Bearings shown hereon are referenced to the North line of Parcel 2 of the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records having a bearing of South 87°56'00" East, and all others are relative thereto.

Certification

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I further certify that this sketch and description meets the Standards of Practice for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

Howard J. Ehmke

Professional Surveyor and Ma oper Pate: Florida Certificate No. 4191 2021.

Digitally signed by Howard J. Ehmke II

2021.11.23

07:21:50 -05'00'

DATE



SKETCH & LEGAL FOR:

RSBC & TIIF

PALM BEACH COUNTY FLORIDA

Scale: Date: File & Drawing No.:

 Scale:
 Date:

 N/A
 Nov. 2021

 Drawn By:
 Checked:

 G.C.Y. IV
 H.E.

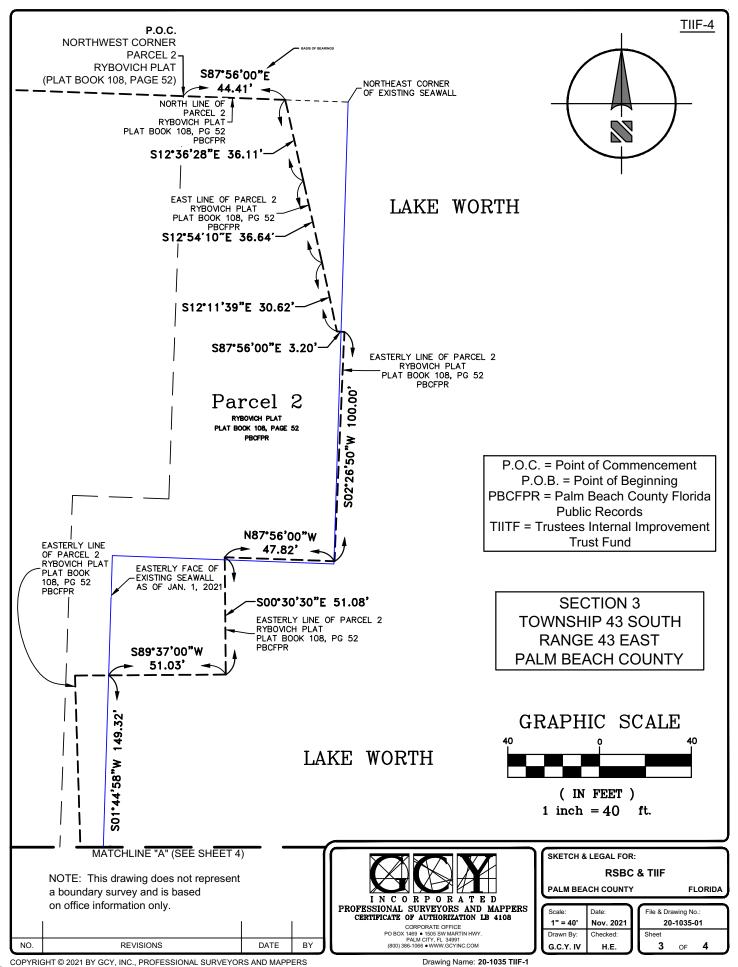
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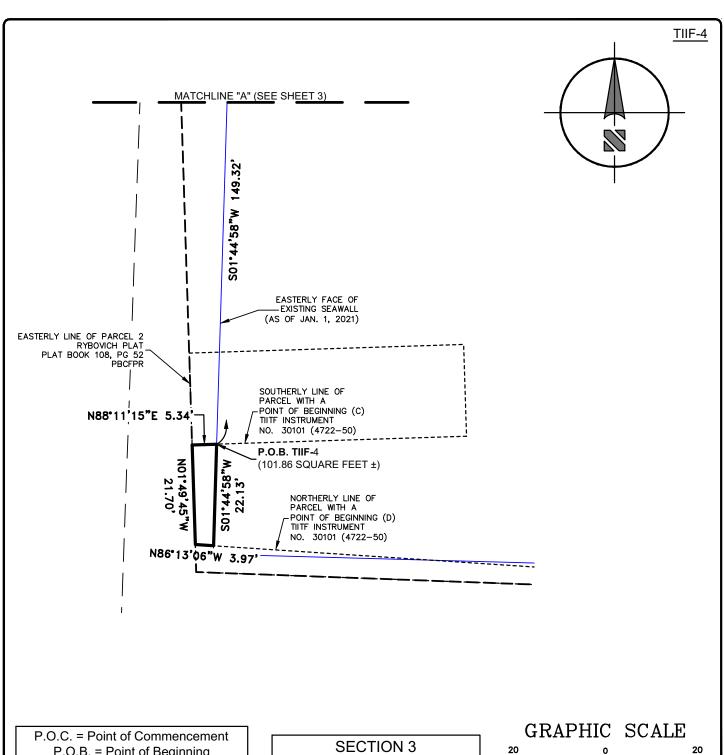
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Sheet

2 OF 4

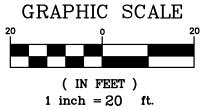
REVISIONS

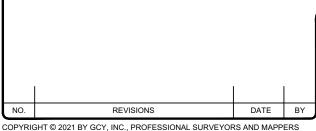




P.O.C. = Point of Commencement
P.O.B. = Point of Beginning
PBCFPR = Palm Beach County Florida
Public Records
TIITF = Trustees Internal Improvement
Trust Fund

SECTION 3 TOWNSHIP 43 SOUTH RANGE 43 EAST PALM BEACH COUNTY









H.E.

TIIF -5

A parcel of land in Section 3, Township 43 South, Range 43 East, Palm Beach County Florida; said parcel of land being specifically described as follows:

Commence at the Northwest (NW) corner of Parcel 2 as described in the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records; Thence, South 87°56'00" East, along the North line of said Parcel 2, a distance of 44.41 feet; Thence, South 12°36'28" East, along the Easterly line of said Parcel 2, a distance of 36.11 feet; Thence, South 12°54'10" East, continuing along said Easterly line of Parcel 2, a distance of 36.64 feet; Thence, South 12°11'39" East, continuing along said Easterly line, a distance of 30.62 feet; Thence, South 87°56'00" East, continuing along said Easterly line a distance of 3.20 feet; Thence, South 02°26'50" West, continuing said East line, a distance of 100.00 feet; Thence, North 87°56'00" West, continuing along said East line, a distance of 47.82 feet; Thence, South 00°30'30" East, continuing along said East line, a distance of 51.08 feet; Thence South 89°37'00" West, continuing along said Easterly line, a distance of 51.03 feet to the Easterly face of the existing seawall (as of January 1, 2021);

Thence, South 01°44'58" West, along said Easterly face of the existing seawall, a distance of 173.26 feet; Thence, South 88°23'45" East, along the Northerly face of said existing seawall, a distance of 47.72 feet to the intersection with the Northerly line of the parcel with Point of Beginning "D" as described in the Trustees of the Internal Improvement Trust Fund (TIITF) Instrument No. 30101 (4722-50); and the **POINT OF BEGINNING**.

Thence, continue South 88°23'45" East, along said Northerly face of the existing seawall, a distance of 386.57 feet to the Westerly line of the parcel with Point of Beginning "E" as described in the Trustees of the Internal Improvement Trust Fund (TIITF) Instrument No. 30101 (4722-50);

Thence, South 00°04'59" East, along said Westerly line of the TIIF parcel with a Point of Beginning "E, a distance of 7.96 feet to said Easterly line of Parcel 2;

Thence, North 87°52'46" West, along said Easterly line of Parcel 2, a distance of 232.81 feet to the intersection with said Northerly line of TIIF parcel with Point of Beginning "D";

Thence, North 86°13'06" West, along said Northerly line of the TIIF parcel with Point of Beginning "D", a distance of 154.12 feet to the **POINT OF BEGINNING**.

The above described parcel of land contains 2057.53 square feet more or less.

DATE





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REVISIONS

Drawing Name: 20-1035 TIIF-1

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Certification

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Howard J. Ehmke

Professional Surveyor and Mapper Florida Certificate No. 4191

Digitally signed by Howard J. Ehmke II

Date: 2021.11.23

05:59:04 -05'00'

DATE

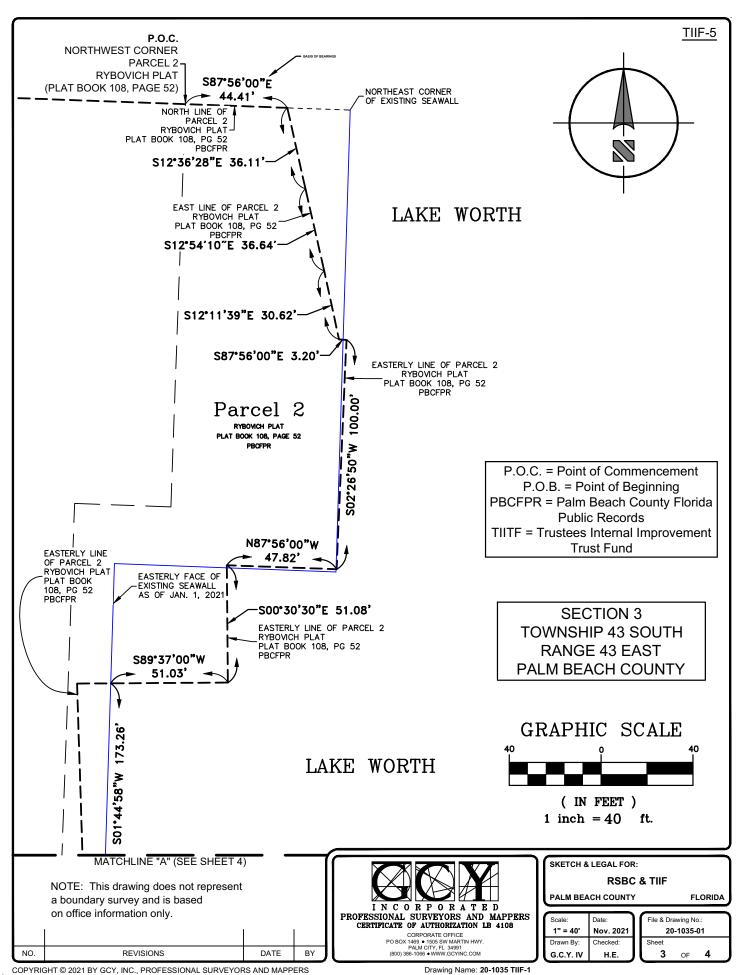


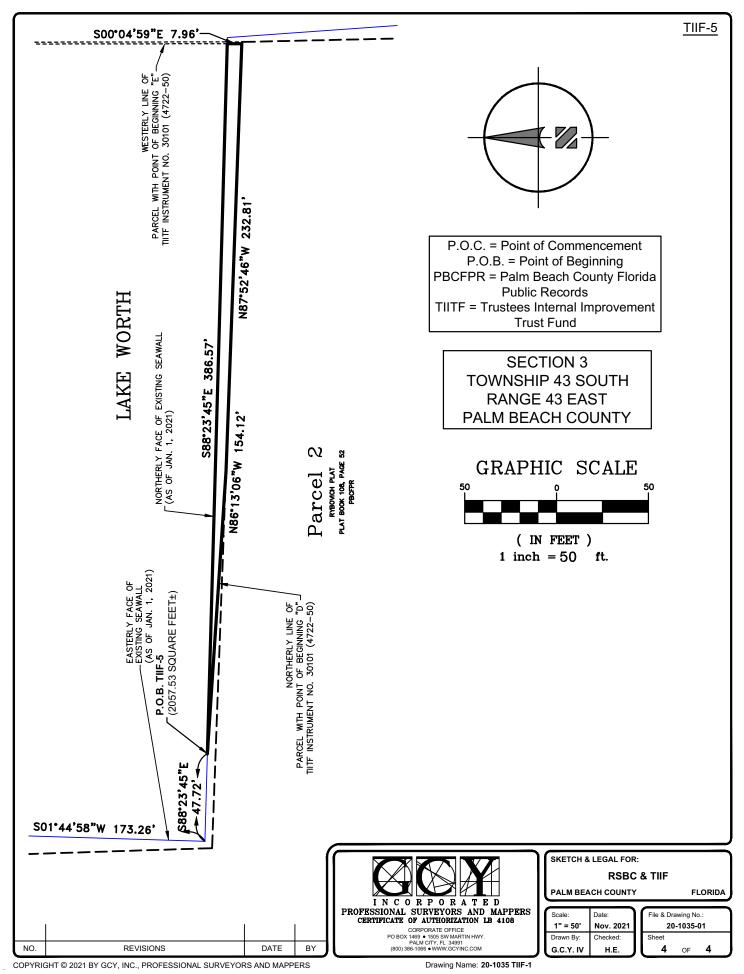


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REVISIONS

Drawing Name: 20-1035 TIIF-1





TIIF -6

A parcel of land in Section 3, Township 43 South, Range 43 East, Palm Beach County Florida; said parcel of land being specifically described as follows:

Commence at the Northwest (NW) corner of Parcel 2 as described in the Rybovich Plat, recorded in Plat Book 108, page 52 Palm Beach County Florida Public Records; Thence, South 87°56'00" East, along the North line of said Parcel 2, a distance of 44.41 feet; Thence, South 12°36'28" East, along the Easterly line of said Parcel 2, a distance of 36.11 feet; Thence, South 12°54'10" East, continuing along said Easterly line of Parcel 2, a distance of 36.64 feet; Thence, South 12°11'39" East, continuing along said Easterly line, a distance of 30.62 feet; Thence, South 87°56'00" East, continuing along said Easterly line a distance of 3.20 feet; Thence, South 02°26'50" West, continuing said East line, a distance of 100.00 feet; Thence, North 87°56'00" West, continuing along said East line, a distance of 47.82 feet; Thence, South 00°30'30" East, continuing along said East line, a distance of 51.08 feet; Thence South 89°37'00" West, continuing along said Easterly line, a distance of 51.03 feet to the Easterly face of the existing seawall (as of January 1, 2021); Thence, South 01°44'58" West, along said Easterly face of the existing seawall, a distance of 173.26 feet; Thence, South 88°23'45" East, along the Northerly face of said existing seawall, a distance of 435.29 feet to the Easterly line of the parcel with Point of Beginning "E" as described in the Trustees of the Internal Improvement Trust Fund (TIITF) Instrument No. 30101 (4722-50) and the POINT OF BEGINNING.

Thence, continue South 88°23'45" East, along the Northerly face of said existing seawall, a distance of

Thence, South 04°04'00" East, along the Easterly face of said existing seawall, a distance of 150.49 feet:

Thence, North 88°02'37" West, along the Southern face of the said existing seawall, a distance of 314.57 feet to the Easterly line of said Parcel 2;

Thence, North 02°49'21" East, along said Easterly line of Parcel 2, a distance of 3.38 feet;

Thence, South 87°55'00" East, continuing along said Easterly line of Parcel 2, a distance of 304.49 feet; Thence, North 01°16'23" West, continuing along said Easterly line of Parcel 2, a distance of 136.73 feet to the intersection with the Easterly line of said TIITF parcel with Point of Beginning "E":

Thence, North 00°04'59" West, along said Easterly line of TIITF parcel with Point of Beginning "E", a distance of 10.43 feet to the POINT OF BEGINNING.

The above described parcel of land contains 1854.55 square feet more or less.





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Howard J. Ehmke I STATE OF

Professional Surveyor and Mr. pper 2021.11.23 Florida Certificate No. 4191

Digitally signed by Howard J. Ehmke II

Date:

07:29:02 -05'00'

DATE



SKETCH & LEGAL FOR: **RSBC & TIIF** PALM BEACH COUNTY FLORIDA

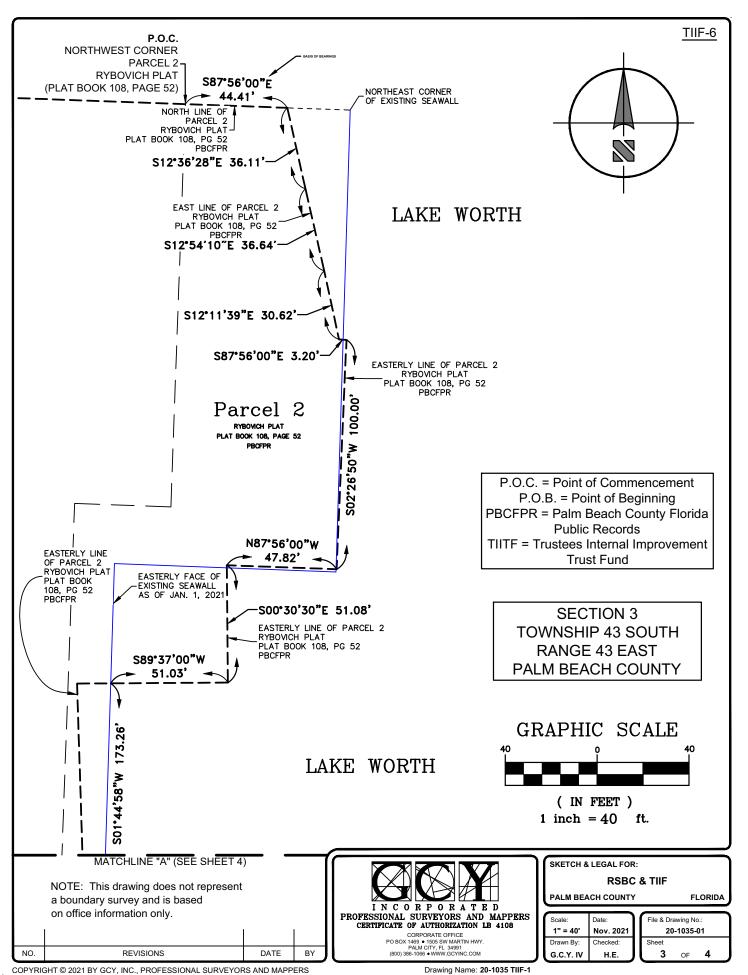
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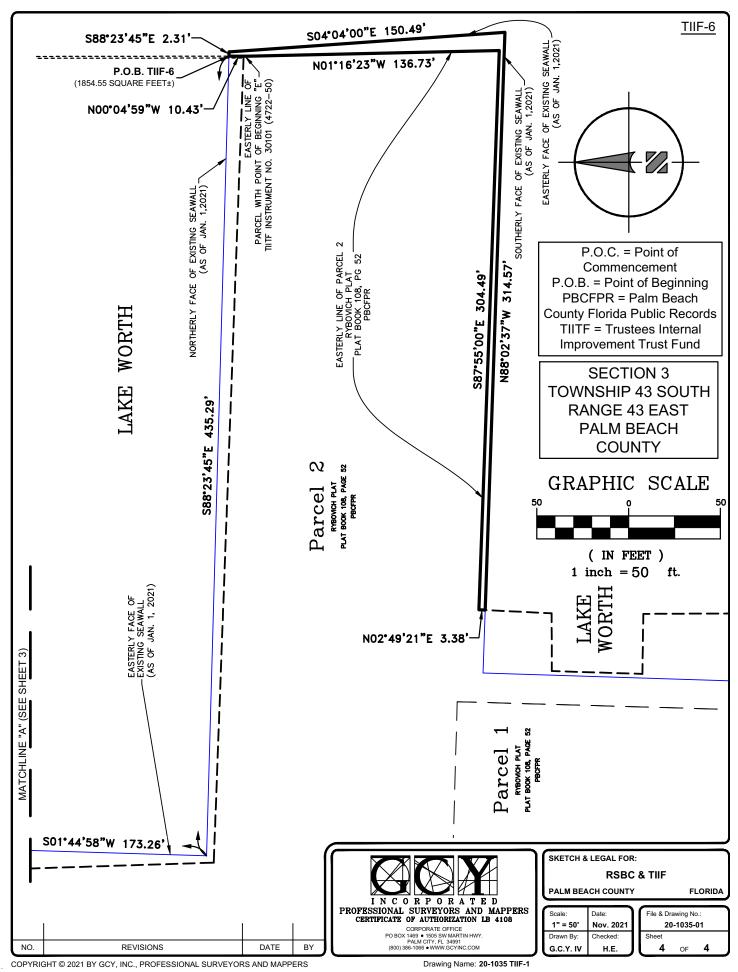
File & Drawing No.: 20-1035-01

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REVISIONS

Drawing Name: 20-1035 TIIF-1





TIIF-7

A parcel of land in Section 3, Township 43 South, Range 43 East, Palm Beach County Florida; said parcel being specifically described as follows:

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Thence, the following eighteen (18) courses along the East line of said Parcel 2:

Thence, South 12°36'28" East, a distance of 36.11 feet;

Thence, South 12°54'10" East, a distance of 36.64 feet;

Thence, South 12°11'39" East, a distance of 30.62 feet;

Thence, South 87°56'00" East, a distance of 3.20 feet;

Thence, South 02°26'50" West, a distance of 100.00 feet;

Thence, North 87°56'00" West, a distance of 47.82 feet;

Thence, South 00°30'30" East, a distance of 51.08 feet;

Thence, South 89°37'00" West, a distance of 65.69 feet;

Thence, South 01°49'45" East, a distance of 177.08 feet;

Thence, South 87°52'46" East, a distance of 439.10 feet;

Thence, South 01°16'23" East, a distance of 139.20 feet;

Thence, North 87°55'00" West, a distance of 304.49 feet;

Thence, South 02°49'21" West, a distance of 39.63 feet;

Thence, South 89°49'42" West, a distance of 31.42 feet;

Thence, South 01°46'45" West, a distance of 49.32 feet;

Thence, South 89°07'26" East, a distance of 32.67 feet;

Thence, South 00°13'54" East, a distance of 112.90 feet;

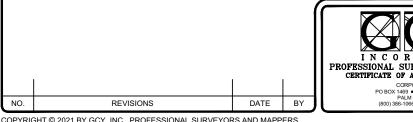
Thence North 87°17'32" West, a distance of 38.95 feet to the POINT OF BEGINNING.

Thence, continuing North 87°17'32" West, along said Easterly line of Parcel 2, a distance of 58.10 feet; Thence, South 00°15'03" East, continuing along said Easterly line of Parcel 2, a distance of 52.26 feet to the Easterly face of the existing seawall (as of January 1, 2021);

Thence, North 01°35'23" East, along said Easterly face of the existing seawall, a distance of 49.64 feet,; Thence, South 88°31'04" East, along the Southerly face of the existing seawall, a distance of 56.40 feet.;

Thence, North 01°48'14" East, along the Easterly face of said existing seawall, a distance of 1.36 feet to the **POINT OF BEGINNING**.

The above described parcel of land contains 154.42 square feet more or less.







Drawing Name: 20-1035 TIIF-1

H.E.

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Howard J. Ehmke II

Professional Surveyor and Margner Storids Octavia Florida Certificate No. 4191

by Howard J. Ehmke II

2021.11.23

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DATE



SKETCH & LEGAL FOR: **RSBC & TIIF** PALM BEACH COUNTY FLORIDA

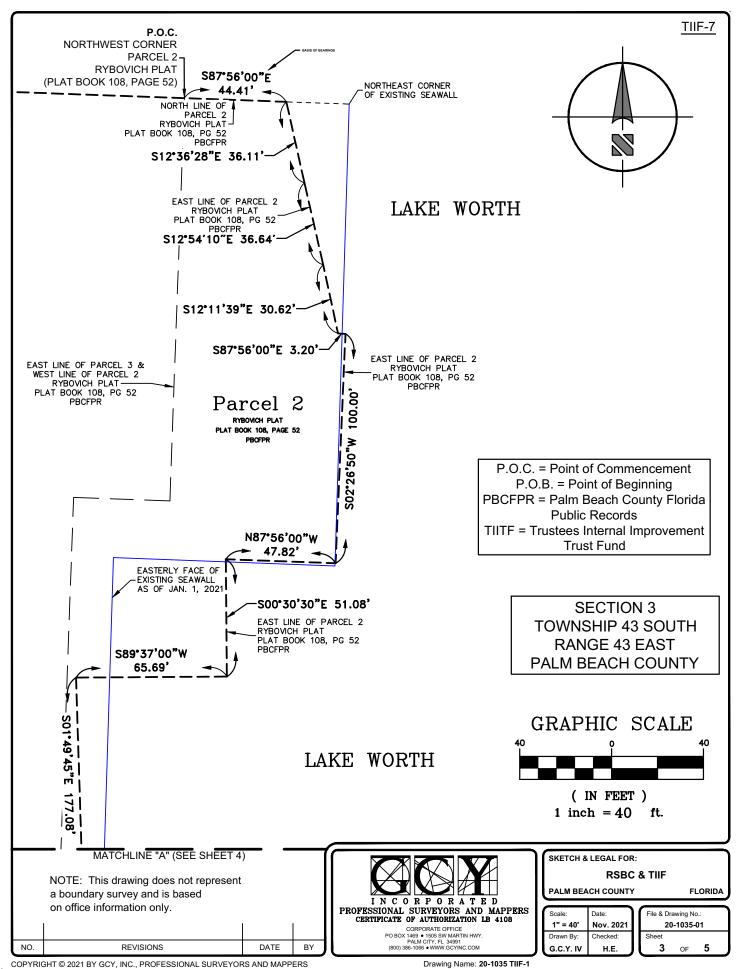
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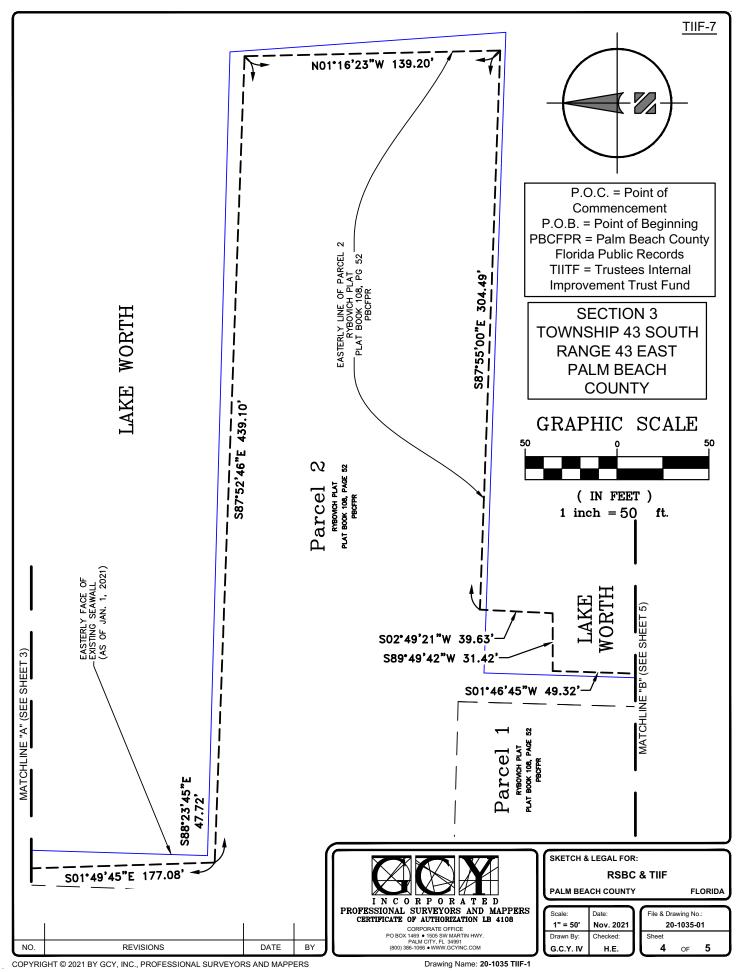
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REVISIONS

Drawing Name: 20-1035 TIIF-1





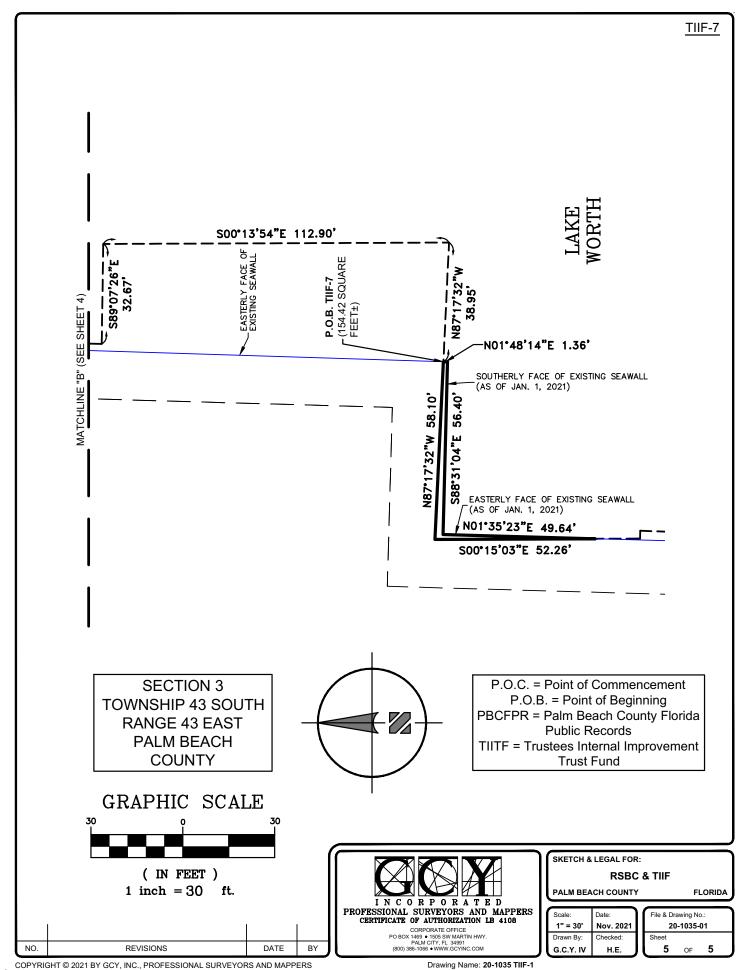


Exhibit C

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT (CORPORATION/PARTNERSHIP) BY FIRST PARTY

Before me, the	undersigned authority,	personally appeared	
("affiant"), this da	ay of, 20	, who, first being duly swo	orn, deposes and says:
1) That affiant	is the	of	, as "Seller", whose address is
			, and in such capacity has personal
knowledge of the matters	set forth herein (or has n	nade a reasonable inquiry o	of the matters set forth herein) and has
been duly authorized by S	eller to make this affidavi	t on Seller's behalf. This a	ffidavit is given in connection with the
Exchange Agreement ex	ecuted by Seller on	, 2021, betw	veen the Seller and the BOARD OF
TRUSTEES OF THE INT	ERNAL IMPROVEMEN	T TRUST FUND OF THE	STATE OF FLORIDA, and capitalized
terms used but not defined	d herein have the meaning	s assigned in such Exchang	ge Agreement. That Seller is the record
owner of PARCEL ONE.	As required by Section 2	86.23, Florida Statutes, and	d subject to the penalties prescribed for
perjury, the following is a	list of every "person" (as	defined in Section 1.01(3)	, Florida Statutes) holding 5% or more
of the beneficial interest i	n the Seller: (if more space	ce is needed, attach separat	e sheet)
Name		Address	Interest
2) That to the best of the	affiant's knowledge, all p	ersons who have a financia	al interest in this real estate transaction
or who have received or	will receive <u>real estate cor</u>	nmissions, attorney's or co	nsultant's fees or any other fees, costs.
or other benefits incident	to the sale of PARCEL O	ONE are: (if non-applicab	ole, please indicate "None" or "Non-
Applicable")			
Name	Address	Reason for Payment	Amount

3) That, to the best of the	ne affiant's knowledge, t	he following is a true hi	story of all financial transaction	ons (including
any existing option or pu	rchase agreement in favo	or of affiant) concerning	the ownership of PARCEL ON	IE which have
taken place or will take p	place during the last five	years prior to the convey	vance of title to the State of Flo	orida: (if non-
applicable, please indic	ate "None" or "Non-A	pplicable")		
Name and Address Of Parties Involved	<u>Date</u>	Type of <u>Transaction</u>	Amount of <u>Transaction</u>	
This affidavit i Florida Statutes.	s given in compliance v	with the provisions of S	ections 286.23, 375.031(1), a	und 380.08(2),
AND FURTHER AFFIANT SAYETH NOT.			AFFIANT	
STATE OF	_)			
COUNTY OF)			
	. Such person(s) (Notar [] is/are person [] produced a c	ore me this ry Public must check app ally known to me. urrent driver license(s).		20, by
(NOTARY PUBLIC SE.	AL)	Notary P Commissi	Гуреd or Stamped Name of	
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Exhibit D - Corporate Addendum

- A. At the same time that First Party executes the Exchange Agreement (the "Agreement") to which this exhibit is attached, First Party shall also submit the following to Second Party and execute this Corporate Addendum ("First Party," "Second Party" and "Parcel One" have the meanings assigned to them in the Agreement):
 - 1. Copies of the certificate of limited partnership and all amendments thereto,
 - 2. Certificate of Good Standing from the Secretary of State of the State of Florida and the Secretary of State of the State of Delaware, and
 - 3. All certificates, affidavits, resolutions or other documents as may be reasonably required by the title insurer, which authorize the sale of Parcel One to Second Party in accordance with the terms of the Agreement and evidence the authority of one or more of the general partners of First Party to execute the Agreement and all other documents required by the Agreement.
- B. As a material inducement to Second Party entering into the Agreement and to consummate the transaction contemplated herein, First Party covenants, represents and warrants to Second Party as follows:
 - 1. First Party's execution of the Agreement and the performance by First Party of the various terms and conditions hereof, including, without limitation, the execution of all agreements, notices and other documents hereunder, have been duly authorized by the requisite partnership authority of First Party.
 - 2. First Party is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to own real property in the State of Florida.
 - 3. The Agreement, when executed and delivered, will be valid and legally binding upon First Party and enforceable in accordance with its terms and neither the execution of the Agreement and the other instruments to be executed hereunder by First Party, nor the performance by it of the various terms and conditions hereto will violate the terms of the partnership agreement or certificate of limited partnership or any amendment thereto.

First Party		Second Party		
RSBC Real Estate Company, LLLP, a Delaware limited liability limited partners! By: RSBC Delaware, its general partner By: Name: Baxen R. wptwwo Title: CE.	Ву:	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA BUREAU OF LAND ACQUISITION, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the		
110/00 has 20 2221		State of Florida		
November 30, 2021 Date Signed by First Party Date sign		ned by Second Party		
REV. 10/98 BLA-144.2				

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