

TOWN OF LOXAHATCHEE GROVES

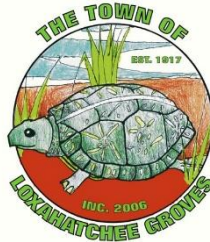
TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

TOWN COUNCIL REGULAR MEETING

AGENDA

APRIL 21, 2026 – 6:00 PM



Lisa El-Ramey, Mayor (Seat 2)

Manish Sood, Vice Mayor (Seat 5) William "Joe" Stephens, Councilmember (Seat 1)
Anita Kane, Councilmember (Seat 3) Paul T. Coleman II, Councilmember (Seat 4)

Administration

Acting Town Manager, Valerie Oakes

Town Attorney, Jeffrey S. Kurtz, Esq.

Acting Town Clerk, Kenthia White

Public Works Director, Craig Lower

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 6:00 PM day of the meeting. Comments will be "received and filed" to be acknowledged as part of the official public record of the meeting. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there.

CONSENT AGENDA

- 1.** Consideration of Approval on ***Resolution No. 2026- 27***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING JENNIFER STEPHENS TO THE FINANCE AUDIT AND ADVISORY COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.
- 2.** Consideration of Approval on ***Resolution No. 2026 - 28***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING LAURA DANOWSKI TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.
- 3.** Consideration of Approval on ***Resolution No. 2026 - 29***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING LISA MURRAY TO THE FINANCE AUDIT AND ADVISORY COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.
- 4.** Consideration of Approval on ***Resolution No. 2026 - 30***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING LISSETTE VASQUEZ TO THE BOARD OF LOXAHATCHEE GROVES LOCAL PLANNING AGENCY (LPA)/ PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

5. Consideration of Approval of **Resolution 2026 - 31**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING ROBERT SHORR TO THE BOARD OF LOXAHATCHEE GROVES PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.
6. Consideration of Approval on **Resolution No. 2026 - 32**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING SAMUEL HARRITY TO THE FINANCE AUDIT AND ADVISORY COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

PRESENTATIONS

REGULAR AGENDA

7. Selection of Negotiator for the Town Manager's Contract
8. Consideration of Approval on **Resolution No.2026-33**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING AN EMPLOYMENT AGREEMENT FOR ACTING TOWN MANAGER VALERIE OAKES AND PROVIDING AN EFFECTIVE DATE
9. Direction on Palm Beach County Sheriff's Contract and Consideration of Approval on **Resolution No.2026-34** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CONCERNING THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE TOWN AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY; RESCINDING RESOLUTION NO. 2026-15; DIRECTING THE RESUMPTION FO PAYMENTS UNDER THE AGREEMENT; AUTHORIZING THE ACTING TOWN MANAGER TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE ACTING TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.
10. Budget Amendment Request – 20th Anniversary Celebration and Veterans Day Event (November 2026)

DISCUSSION

11. Discussion of Sheltering Palms Foundation's Request for Release of a Conservation Easement on their Property
12. Discussion on Implementation of Agenda Review Workshop Meetings

TOWN STAFF COMMENTS

Acting Town Manager Valerie Oakes

Town Attorney Jeff Kurtz, Esq.

Acting Town Clerk Kenthia White

Community Standards Director Caryn Gardner-Young

Public Works Director Craig Lower

TOWN COUNCILMEMBER COMMENTS

Councilmember William "Joe" Stephens (Seat 1)

Councilmember Anita Kane (Seat 3)

Councilmember Paul Coleman II (Seat 4)

Vice Mayor Manish Sood (Seat 5)

Mayor Lisa El-Ramey (Seat 2)

ADJOURNMENT

Comment Cards:

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

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2026-27**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING JENNIFER STEPHENS TO THE FINANCE AUDIT AND ADVISORY COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, a vacancy on the Finance Advisory and Audit Committee for Seat 5 has arisen; and

WHEREAS, Councilmember Manish Sood has nominated Jennifer Stephens to Seat 5 of the Finance Advisory and Audit Committee.

WHEREAS, it is the desire of the Town Council to appoint a member of the FAAC for the term stated herein, who has met the minimum eligibility requirements of Section 2-182 of the Town’s Code of Ordinances.

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

Section 1. That the foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby appoints the following person to serve as a member of the Town’s Finance Audit and Advisory Committee (FAAC) for an unspecified term concurrent with the appointing Councilmember’s term but no longer than the term of the appointing Councilmember:

Manish Sood, Vice Mayor

Jennifer Stephens

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution is hereby:

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF ____ 2026.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Acting Town Clerk, Kenthia White

Voted:
Mayor Lisa El-Ramey, Seat 2

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Manish Sood, Seat 5

Office of the Town Attorney

Voted:
Councilmember William "Joe" Stephens, Seat 1

Voted:
Councilmember Anita Kane, Seat 3

Voted:
Councilmember Paul Coleman II, Seat 4

RESOLUTION NO. 2026-28

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING LAURA DANOWSKI TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, Town Council adopted Resolution No. 2024-39 re-creating the “Unified Land Development Code Review Committee” (Committee) for the purposes stated therein; and

WHEREAS, it is the desire of the Town Council to appoint a member of the Committee for the term stated herein, all of whom have met the minimum eligibility requirements of Section 2-182 of the Town’s Code of Ordinances.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Loxahatchee Groves, Florida, as follows:

Section 1. That the foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby appoints the following person to serve as a member of the Town’s Unified Land Development Code Review Committee for an unspecified term concurrent with the appointing Councilmember’s term but no longer than the term of the appointing Councilmember:

Manish Sood, Vice Mayor

Laura Danowski

Section 3. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 4. Conflicts. All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

Section 5. Effective Date. This Resolution shall take effective immediately upon its adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution is hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2026.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Kenthia White, Acting Town Clerk

Voted:
Mayor Lisa El-Ramey, Seat 2

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Manish Sood, Seat 5

Office of the Town Attorney

Voted:
Councilmember William “Joe” Stephens, Seat 1

Voted:
Councilmember Anita Kane, Seat 3

Voted:
Councilmember Paul Coleman II, Seat 4

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2026-29**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING LISA MURRAY TO THE FINANCE AUDIT AND ADVISORY COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, a vacancy on the Finance Advisory and Audit Committee for Seat 1 has arisen; and

WHEREAS, Councilmember William “Joe” Stephens has nominated Lisa Murray to Seat 1 of the Finance Advisory and Audit Committee.

WHEREAS, it is the desire of the Town Council to appoint a member of the FAAC for the term stated herein, who has met the minimum eligibility requirements of Section 2-182 of the Town’s Code of Ordinances.

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

Section 1. That the foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby appoints the following person to serve as a member of the Town’s Finance Audit and Advisory Committee (FAAC) for an unspecified term concurrent with the appointing Councilmember’s term but no longer than the term of the appointing Councilmember:

William “Joe” Stephens, Councilmember

Lisa Murray

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution is hereby:

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF ____ 2026.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Acting Town Clerk, Kenthia White

Voted:
Mayor Lisa El-Ramey, Seat 2

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Manish Sood, Seat 5

Office of the Town Attorney

Voted:
Councilmember William “Joe” Stephens, Seat 1

Voted:
Councilmember Anita Kane, Seat 3

Voted:
Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-30

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING LISSETTE VASQUEZ TO THE BOARD OF LOXAHATCHEE GROVES LOCAL PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board is established under Chapter 34, Article II, Loxahatchee Groves Code to provide the Town Council with recommendations as an advisory board on planning and zoning-related matters; and

WHEREAS, the Town Council, through adoption of Ordinance No. 2019-04, amended Section 34-1(a) of the Loxahatchee Groves Code, designating the Planning and Zoning Board as the Local Planning Agency for the Town of Loxahatchee Groves pursuant to Section 163.3174(1), Florida Statutes and assigning the duty to hear and make recommendations on amendments to the Town's Unified Land Development Code; and

WHEREAS, a vacancy on the Planning and Zoning Board for Seat 1 has arisen; and

WHEREAS, Councilmember William "Joe" Stephens has nominated Lissette Vasquez to Seat 1 of the LPA/Planning and Zoning Board; and

WHEREAS, it is the desire of the Town Council to appoint a member of the Planning and Zoning Board for the terms stated herein, all of whom have met the minimum eligibility requirements of Section 2-182 of the Town's Code of Ordinances.

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

Section 1. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby appoints the following person to serve as a regular member of the Town’s Planning and Zoning Board for an unspecified term concurrent with the appointing Councilmember’s term but no longer than the term of the appointing Councilmember:

William “Joe” Stephens, Councilmember

Lisette Vasquez

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution is hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ OF ____ 2026.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Acting Town Clerk, Kenthia White

Voted: _____
Mayor Lisa El-Ramey, Seat 2

APPROVED AS TO LEGAL FORM:

Voted: _____
Vice Mayor Manish Sood, Seat 5

Office of the Town Attorney

Voted: _____
Councilmember William "Joe" Stephens, Seat 1

Voted: _____
Councilmember Anita Kane, Seat 3

Voted: _____
Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-31

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING ROBERT SHORR TO THE BOARD OF LOXAHATCHEE GROVES PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board is established under Chapter 34, Article II, Loxahatchee Groves Code to provide the Town Council with recommendations as an advisory board on planning and zoning-related matters; and

WHEREAS, the Town Council, through adoption of Ordinance No. 2019-04, amended Section 34-1(a) of the Loxahatchee Groves Code, designating the Planning and Zoning Board as the Local Planning Agency for the Town of Loxahatchee Groves pursuant to Section 163.3174(1), Florida Statutes and assigning the duty to hear and make recommendations on amendments to the Town's Unified Land Development Code; and

WHEREAS, a vacancy on the Planning and Zoning Board for Seat 1 has arisen; and

WHEREAS, Councilmember Manish Sood has nominated Robert Shorr to Seat 5 of the LPA/Planning and Zoning Board; and

WHEREAS, it is the desire of the Town Council to appoint a member of the Planning and Zoning Board for the terms stated herein, all of whom have met the minimum eligibility requirements of Section 2-182 of the Town's Code of Ordinances.

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

Section 1. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby appoints the following person to serve as a regular member of the Town’s Planning and Zoning Board for an unspecified term concurrent with the appointing Councilmember’s term but no longer than the term of the appointing Councilmember:

Manish Sood, Councilmember

Robert Shorr

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution is hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 2ND DAY OF DECEMBER 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Acting Town Clerk, Kenthia White

Voted:
Mayor Lisa El-Ramey, Seat 2

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Manish Sood, Seat 5

Office of the Town Attorney

Voted:
Councilmember William "Joe" Stephens, Seat 1

Voted:
Councilmember Anita Kane, Seat 3

Voted:
Councilmember Paul Coleman II, Seat 4

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2026-32**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING SAMUEL HARRITY TO THE FINANCE AUDIT AND ADVISORY COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, a vacancy on the Finance Advisory and Audit Committee for Seat 1 has arisen; and

WHEREAS, Councilmember Paul Coleman II has nominated Samuel Harrity to Seat 4 of the Finance Advisory and Audit Committee.

WHEREAS, it is the desire of the Town Council to appoint a member of the FAAC for the term stated herein, who has met the minimum eligibility requirements of Section 2-182 of the Town's Code of Ordinances.

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

Section 1. That the foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby appoints the following person to serve as a member of the Town's Finance Audit and Advisory Committee (FAAC) for an unspecified term concurrent with the appointing Councilmember's term but no longer than the term of the appointing Councilmember:

Paul Coleman II, Councilmember

Samuel Harrity

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution is hereby:

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF ____ 2026.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Acting Town Clerk, Kenthia White

Voted:
Mayor Lisa El-Ramey, Seat 2

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Manish Sood, Seat 5

Office of the Town Attorney

Voted:
Councilmember William “Joe” Stephens, Seat 1

Voted:
Councilmember Anita Kane, Seat 3

Voted:
Councilmember Paul Coleman II, Seat 4

selection and engagement of independent counsel to represent the Town in connection with potential negotiations concerning the accelerated retirement of Town Manager Francine Ramaglia.

Attachments:

Proposals from each firm.

April 14, 2026

Honorable Lisa El-Ramey, Mayor
Honorable Manish Sood, Vice Mayor
Honorable Joe Stephens, Councilmember
Honorable Anita Kane, Councilmember
Honorable Paul Coleman, Councilmember

c/o: Ms. Kenthia White
Executive Assistant/Legal Specialist
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

Re: Proposal for Special Legal Services

Honorable members of the City Council:

Please accept this proposal for serving in a special capacity to resolve a pending issue between the Town and your outgoing Town Manager. I have served in the public sector in the State of Florida since 1998 and I am Board Certified by The Florida Bar in both City, County & Local Government Law, as well as Labor & Employment Law. Additionally, I have served as an arbitrator for the American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCS), the National Mediation Board, as well as numerous individual arbitrator panels throughout the state. Investigating employment issues and resolving employment disputes is a large part of my practice.

The rate for my legal services will be billed at \$250.00 per hour at increments of one-tenths. I will submit an invoice at the conclusion of this matter, unless it unexpectedly becomes protracted, at which point I will invoice monthly. There will be no charge for overhead (i.e., copies, computer time, mileage, tolls, etc.), and if any unexpected hard costs arise (court reporter, etc.), I will seek pre-approval. I do not require a retainer with government clients.

Town of Loxahatchee Groves
Proposal for Special Legal Services
April 14, 2026
Page 2 of 2

I assert that there are no known conflicts of interest in this matter and I agree to immediately disclose any possible conflicts which may come to my attention. I further agree to maintain confidentiality in accordance with applicable laws and ethical standards.

Should this meet with your approval, I will be honored to serve the Town in any capacity needed.

Respectfully Submitted,



JAMES D. STOKES

Attorney at Law

Board Certified Specialist:

- *Labor & Employment Law*
- *City, County & Local Government Law*

Certified Inspector General Counsel

PROFESSIONAL EXPERIENCE

James D. Stokes, P.A. (Stokes Law)
Special Counsel; Special Magistrate; Arbitrator

Brevard County Clerk of the Circuit Court & Comptroller
Special Counsel to the Inspector General (2024 - present)

Space Coast League of Cities (General Counsel, 2025 - present)

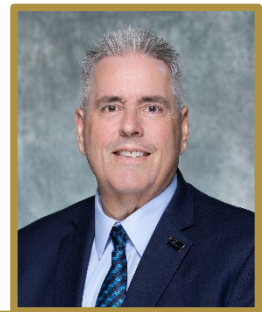
Local Government Experience:

- **City of Sebastian** (City Attorney, 2025 - present)
- **City of Titusville** (Interim City Attorney, 2025)
- **City of Naples** (Interim City Attorney, 2023 - 2024)
- **City of Port St. Lucie** (City Attorney, 2018 - 2023)
- **City of Sebastian** (City Attorney, 2017 - 2020)
- **City of Greenacres** (City Attorney, 2015 - 2018)
- **City of West Melbourne** (Interim City Attorney, 2006 - 2008)
- **City of Palm Bay** (City Attorney, 2006 - 2011)
- **City of Pompano Beach** (Assistant City Attorney, 2002 - 2006)

Muller Mintz, P.A. (Miami, Florida)
(1998 - 2002) Associate Attorney, Senior Associate (1998 - 2002)

Franscell, Strickland, Roberts & Lawrence, P.C. (Pasadena, California)
(1995 - 1998) Associate/Graduate Attorney (1995 - 1998)

Office of the City Attorney | City of Los Angeles
Certified Legal Intern (1995)



Riverside County Sheriff's Department (California)
Deputy Sheriff (1988 - 1992)

China Lake Police Department (California)
Police Officer, Corporal, Detective Sergeant (1983 - 1988)

Ridgecrest Police Department (California)
Reserve Police Officer (1982 - 1986)

CERTIFICATIONS

- **Board Certified Specialist** | Labor & Employment Law, Florida Bar (2004 - present)
- **Board Certified Specialist** | City, County & Local Government Law, Florida Bar (2008 - present)
- **Certified Inspector General Counsel** | Association of Inspectors General (2025 - present)

LEGAL MEMBERSHIPS

- **The Florida Bar** (admitted to State & Federal Courts)
- **State Bar of California** (admitted to State & Federal Courts)
- **Florida Municipal Attorneys Association**
- **Association of Inspectors General**



BOARD CERTIFIED SPECIALIST | Labor & Employment Law
BOARD CERTIFIED SPECIALIST | City, County & Local Government Law



APPOINTMENTS & POSITIONS

Permanent Arbitration Panels:

- Arbitration Panel Member; Federal Aviation Administration *(since 2020)*
- Arbitration Panel Member; State of Florida & PBA *(since 2020)*
- Arbitration Panel Member; Miami-Dade County & IAFF *(since 2019)*
- Arbitration Panel Member; Broward County & IAFF *(since 2019)*
- National Mediation Board; Railroad & Airline Labor Panels *(since 2016)*
- American Arbitration Association; Commercial and Large Complex Panels *(since 2014)*
- Federal Mediation & Conciliation Service; Labor Panel *(since 2013)*
- American Arbitration Association; Labor Panel *(since 2012)*

Special Counsel:

- City of Palm Bay; Code Enforcement Board Attorney *(2015 - 2020)*
- City of Palm Bay; Planning & Zoning Board Attorney *(2014 - 2020)*
- Town of Palm Shores; Ethics Matter
- Town of Melbourne Beach; Misconduct Matter
- Miami Beach Housing Authority; Ethics Matter

Special Magistrate Appointments:

- Florida Public Employees Relations Commission (PERC); Impasse Resolution *(2013 - present)*
- City of Boynton Beach; Red Light Camera Adjudication *(2013 - present)*
- City of Edgewater; Code Compliance *(2017 - 2020)*
- Town of Grant-Valkaria; Code Compliance *(2015 - 2020)*
- City of Indian Harbour Beach; Code Compliance *(2014 - 2020)*
- Town of Palm Shores; Code Compliance *(2013 - 2020)*
- Town of Golden Beach; Code Compliance *(2003 - 2010)*
- City of Hollywood; Vehicle Impoundment and Code Compliance *(2003 - 2006)*

COMMUNITY VOLUNTEER POSITIONS

U.S. Coast Guard Auxiliary

- Civil Rights Coordinator, Seventh District *(2017 - present)*
- Assistant District Legal Officer, Seventh District *(2015 - present)*

U.S. Naval Sea Cadet Corps

- Regional Director, Region 067 (Florida's Space Coast & Treasure Coast) *(2022 - 2025)*
- Regional Director, Region 065 (Florida's Southeast Region) *(2021 - 2022)*
- Regional Public Affairs Officer, Region 061 (Florida's Gulf Coast) *(2020 - 2021)*
- Public Affairs Officer/Commanding Officer, David McCampbell Battalion *(2016 - 2020)*
- Instructor/Coordinator, JAG Legal Academy *(2016 - present)*

Diocese of Orlando, Ordained Deacon (2008 - present)

- Saint John the Evangelist Catholic Church *(2010-2014)*
- Saint Joseph Catholic Church *(2008-2010; 2014-2023)*

EDUCATION

Southwestern University School of Law (1995) | Juris Doctorate
Los Angeles, California

- American Jurisprudence Book Award *(Contracts)*
- American Jurisprudence Book Award *(Remedies)*
- Dean's Merit Award

University of Notre Dame (2014) | M.A., Theology
South Bend, Indiana

University of Redlands (1993) | B.S., Business & Management
Redlands, California

COLLEGE TEACHING POSITIONS

Adjunct Professor | Labor Law & Employee Standards (Aviation Management Program)
Florida Institute of Technology, College of Aeronautics (2012 – 2020)

Academy Instructor | Law Topics for Law Enforcement Officers
Broward College, Institute of Public Safety (2003 – 2007)

INSTRUCTIONAL & SPEAKING ENGAGEMENTS

Government vs. Government – the Chapter 164 Dispute Resolution Process

Annual Conference, Florida Municipal Attorneys Association
 July, 2025 | Boca Raton, Florida

Land Use, Technology & Government

Environmental and Land Use Law Section, Florida Bar
 October, 2020 | Webinar

Preemption in Land Use Regulations

2018 Land Use Seminar, The Florida Bar
 May, 2018 | Orlando, Florida

Mediation in the Public Sector (2 sessions)

Florida Dispute Resolution Center, 25th Annual Conference
 August, 2017 | Orlando, Florida

How To Prepare For Arbitration: An Arbitrator's Perspective

Florida Public Employers Labor Relations Association
 February, 2017 | Orlando, Florida

The Public Employees Relations Act

17th Labor & Employment Law Annual Update and Certification Review
 January, 2016 | Orlando, Florida

So They Say You Can't Do That In Mediation? The Local Government Perspective.

35th Annual Local Government Law in Florida, The Florida Bar
 May, 2012 | Saint Augustine, Florida

Diversity Issues & Tolerance for the Law Enforcement Officer (8 sessions)

Winter Park Police Department
 January, 2012 | Winter Park, Florida

Social Media in the Public Sector Workplace

Space Coast Public Personnel & Risk Management Association
 February, 2010 | Viera, Florida

501(c)(3) Corporations in the Public Sector, A Good Tool or A Risky Business?

Annual Conference, International Municipal Lawyers Association
 October, 2009 | Miami, Florida

Attendance Issues: Aren't Employees Supposed To Attend And Ask To Leave?

Annual Conference, National Public Employers Labor Relations Association
 April, 2008 | Clearwater, Florida

Privileges, Exemptions and Ex Parte Communications.

33rd Annual Public Employment Labor Relations Forum, The Florida Bar
 October, 2007 | Orlando, Florida

Conducting Workplace Investigations: Weingarten, Bill of Rights, and Other Issues.

31st Annual Public Employment Labor Relations Forum, The Florida Bar
 October, 2005 | Orlando, Florida



324 South Hyde Park Avenue, Hyde Park Plaza, Suite 225, TAMPA, FL 33606-4127
 Telephone 813-251-1210 • Facsimile 813-253-2006

April 13, 2026

Sent By E-mail Only [voakes@loxahatcheegrovesfl.gov; kwhite@loxahatcheegrovesfl.gov]

Valerie Oakes
 Acting Town Manager
 Kenthia White, FRP
 Executive Assistant/Legal Specialist
 Town Administration
 Town of Loxahatchee Groves
 155 F Road, Loxahatchee Groves, FL 33470

Re: Town of Loxahatchee Groves – Potential Representation for Contract
 Negotiations with Town Manager Francine Ramaglia
 (ANB File No. 0700(T))

Dear Ms. Oakes and Ms. White:

Please accept this letter as Allen Norton & Blue's proposal to assist the Town of Loxahatchee Groves with respect to contract negotiations with Town Manager Francine Ramaglia. We appreciate the Town considering our firm for assisting with its legal needs in that regard. In this letter, I have spelled out in more detail our background and our current rates. I have also included our firm's standard representation agreement as an attachment for review. Once you have had an opportunity to review our background and terms with the Town, let us know if the Town would like to retain our services.

By way of background, Allen, Norton & Blue, is a labor and employment firm that has exclusively represented employers for over 50 years. We have offices in Tampa, Miami, Orlando, and Tallahassee. We provide general employment and labor representation including employment litigation and arbitration services to our clients. We do not engage in any practice other than labor and employment law on behalf of management. Through our focus, we remain current and up to date on all labor and employment issues that affect our clients. We represent numerous public-sector clients. In that respect, I currently provide labor and employment law consultation and representation to Okeechobee County, Desoto County, Hendry County, Glades County, the Hendry County Sheriff's Office, the Lake County Sheriff's Office, the Sumter County Sheriff's

ALLEN, NORTON & BLUE, P.A.
 PROFESSIONAL ASSOCIATION

Affiliate of Worklaw® Network: The Nationwide Network of Management Labor and Employment Law Firms

Valerie Oakes
Kenthia White, FRP
April 13, 2026
Page 2

Office, the Village of North Palm Beach, the Town of Lantana, the City of Sebring, the Town of Lake Placid, the City of Avon Park, the City of Tampa, the City of Orlando, the Town of Lady Lake, the City of Eustis, the City of Tavares, the City of Winter Garden, the City of Longwood, the City of Lake Mary, and over thirty other public employers. Our firm also serves as the labor and employment counsel for the State of Florida, the Governor's office, and most of the Sheriffs in the state.

The firm has an AV rating from Martindale Hubbell, which is the highest rating given. In addition, nearly all the partners in the firm, me included, are certified by the Florida Bar as specialists in labor and employment law. The firm is also a member of the Worklaw Network, a nationwide association of management-oriented labor and employment law firms. Our firm's participation in the Worklaw Network provides us with access to information, expertise, and contacts throughout every state in the country regarding all aspects of labor and employment law. For further general information on our firm, and the specific attorneys within each of our four offices throughout the state of Florida, please visit our [firm's website](#) and also [my profile](#) on the firm's website.

I am writing this as our formal engagement letter, which sets forth the terms of our representation. We have found that it is beneficial to our firm and our clients to reach a clear understanding of the extent of the services we are being asked to perform on behalf of the client and the nature of the financial commitments the client is making in connection with those services.

Should the Town choose to retain this firm and the undersigned, we will invoice the Town monthly based on costs incurred on the Town's behalf according to our billing rates. We charge for professional services rendered based on the number of hours we spend working on your file, in six-minute increments, multiplied by our regular rates. Our current hourly rates are \$300.00 per hour for attorneys and \$150.00 per hour for paralegals. These hourly rates are subject to an automatic 5% annual increase. We are very cognizant of the high cost of legal services and it is our commitment to provide high quality professional services in a cost-efficient manner.

Our proposed agreement to represent the Town is subject to all of the terms and conditions contained in the Standard Fee Agreement Addendum, which is attached and incorporated into this letter by reference. This Standard Fee Agreement Addendum explains the exact nature of the charges that will be billed, payment terms, and other matters involving the representation. It is an integral part of our proposed arrangement to represent the Town.

Of course, if the Town decides to retain us, it may discharge us at any time and for any reason. In such event, however, we would be entitled to compensation for services rendered and expenses incurred through the date of discharge. Likewise, we reserve the right to terminate our representation at any time for any reason (including non-payment of fees).

Valerie Oakes
Kenthia White, FRP
April 13, 2026
Page 2

Should you have any further inquiries concerning our firm, our firm’s practice, or our attorneys, please feel free to contact me at the Tampa office number listed above, or via e-mail at bkoji@anblaw.com. After you have had a chance to review this letter, should the Town elect to retain our services, please have the Town return a signed copy of this letter, acknowledging agreement to its terms.

Sincerely,

s/ Brian Koji
Brian Koji

I agree with the terms and conditions set forth in this letter and the attached Standard Fee Agreement Addendum,

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Enclosure: *Professional Association Fee Agreement Addendum*

**ALLEN, NORTON & BLUE, P.A., PROFESSIONAL ASSOCIATION
STANDARD FEE AGREEMENT ADDENDUM**

This Standard Fee Agreement Addendum (the "Addendum") sets forth the terms and conditions upon which Allen, Norton & Blue, Professional Association (the "Firm") will provide legal services to a client and bill for those services. This Addendum accompanies an Engagement Letter ("Engagement Letter") addressed to a client who has engaged this law firm to represent it. This Addendum is an integral part of the Engagement Letter and together with the Engagement Letter is a contract between the Firm and the client identified in the Engagement Letter (jointly, severally, and collectively, the "Client").

1. **Professional Undertaking:** The attorney signing the Engagement Letter has primary responsibility for the Client's file and may, in his or her sole discretion, utilize other attorneys and legal assistants in the Firm who can accomplish the work. If at any time the Client has any questions, concerns, or criticisms concerning the utilization of other attorneys or legal assistants, or any other matters, the Client should contact such attorney.
2. **Fees and Billing:** The Firm will charge for professional services rendered based on the number of hours the Firm spends working on the Client's file, multiplied by the Firm's regular rates. Statements are rendered monthly and are due upon receipt. Many factors are taken into account in billing for services rendered. The attorney in charge is responsible for reviewing and approving all bills for services rendered. Hourly rates for attorneys and other members of the Firm's professional staff are based on their years of experience, specialization in training and practice, and level of professional attainment. This rate schedule is adjusted by 5% on an annual basis.
3. **Costs:** Hourly rates do not include costs such as travel, lodging, meals, telephone calls, facsimile charges, express or other delivery charges, courier services, court reporter services, deposition transcripts, filing and recording costs, title searches, expert consultants (such as engineers, accountants, actuaries, etc.), process service, photocopying, on-line legal research and, if needed, staff overtime. These costs and advances will be billed in addition to fees. The Firm will not, however, engage the services of expert consultants without the prior agreement of the Client.
4. **Security for Fees and Costs:** Florida law provides the Firm with the right to impose a lien upon documents, money and other intangibles and materials coming into its possession to secure the payment of its fees and expenses, which is called a retaining lien in transactions and a charging lien in litigation. The Firm may assert such lien rights in appropriate circumstances.
5. **Uncontrollable Forces:** Neither the Client nor the Firm shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention of delay of performance by a party of its obligation under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if performance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

6. **Choice of Law and Forum Selection:** The Engagement Letter and this Addendum shall be governed by the internal laws of the State of Florida. Inasmuch as the Firm's offices are located in Miami-Dade, Leon, Orange, & Hillsborough Counties, Florida, the Client agrees that venue for any litigation involving the Engagement Letter, this Addendum, or the representation of Client shall be exclusively located in one of the counties named.

7. **Termination:** Although the Client has the right to terminate the Firm's representation at any time, the provisions of the Engagement Letter and this Addendum shall continue to apply after such termination. The Firm also has the right to terminate representation of the Client for any reason, subject only to the Rules of Professional Conduct, and provided that the Firm will give the Client reasonable notice of such termination, in order that the Client may have the opportunity to arrange other representation.



Brian Koji
Shareholder

Tampa Office
813-251-1210
bkoji@anblaw.com

For over 25 years, Brian has devoted his practice to all aspects of labor and employment law. His work includes counseling employers on such issues as labor relations, employee discipline and discharge, wage and hour, handbook and policy development, FMLA, ADA, EEO, Affirmative Action compliance, workplace privacy, First Amendment, due process, employment investigations, social media issues, and many other areas.

Brian is certified by the Florida Bar as a Specialist in Employment and Labor Law. He has defended and represented employers in state and federal courts, arbitration forums, and before administrative agencies. Brian also has extensive experience representing employers in labor relations matters, including in collective bargaining negotiations, impasse resolution proceedings, unfair labor practice hearings, and grievance arbitrations.

Brian also spends a great deal of time counseling employers on litigation avoidance techniques, through such activities as conducting on-site management and employee trainings, producing client webinars, developing proactive policies and procedures, handling employer investigations, and providing pre-defense reviews of anticipated or planned personnel actions.

Court Admissions

- ❖ United States Supreme Court
- ❖ Eleventh Circuit Court of Appeals
- ❖ D.C. Circuit Court of Appeals
- ❖ Federal Circuit Court of Appeals
- ❖ U.S. Court of Federal Claims
- ❖ All Florida Federal Courts
- ❖ All Florida State Courts

Education

- ❖ Duke University School of Law, J.D.
 - Moot Court Board and DELPF Law Journal
- ❖ University of Central Florida, B.S.B.A.
 - Economics, *summa cum laude* honors

Selected Memberships, Awards, and Recognition

- ❖ Board Certified by the Florida Bar in the area of Employment and Labor Law
- ❖ ABA, Section of Litigation
 - Co-chair of Employment and Labor Relations Law Committee, 2012-2015
- ❖ Academy of Florida Management Attorneys
- ❖ Selected to *Best Lawyers in America*, 2013 to present, in the areas of Litigation, Employment and Labor Law representing Management
- ❖ Selected to *Florida Super Lawyers*, 2014 to present

Selected Publications

- ❖ Contributing editor of Florida Law Chapter in *Employment at Will – A State by State Survey*, 2013-2020 Supp. (BNA Bloomberg Books)
- ❖ Contributor and Author, *ABA Model Jury Instructions, Employment Litigation*, 2nd Edition (2005)

AV®, *AV® Preeminent™*, *Martindale-Hubbell DistinguishedSM* and *Martindale-Hubbell NotableSM* are certification marks used under license in accordance with the *Martindale-Hubbell®* certification procedures, standards and policies.

Super Lawyers® is a registered trademark of Thomson Reuters. *Best Lawyers®* and *The Best Lawyers in America®* are registered trademarks of Woodward/White, Inc.

Johneeka M. Simpson | Johneeka.Simpson@gray-robinson.com | D 954.761.7500
401 East Las Olas Boulevard, Suite 1000, Fort Lauderdale, Florida 33301 | T 954.761.8111 | F 954.761.8112

April 14, 2026

Valerie Oakes, CMC
Acting Town Manager
Office of the Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
voakes@loxahatcheegrovesfl.gov

Re: Engagement Letter

Dear Ms. Oakes:

We are pleased that you have asked GrayRobinson, P.A. to serve as your legal counsel. I appreciate the confidence you have placed in our Firm, and I look forward to working with you.

It has been our experience that things go more smoothly if both our client and we have a clear understanding in writing of the scope of the engagement and the role we have agreed to play. Consequently, our representation is limited to the matter as described below. This engagement letter will also govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made that differs materially from the terms of this engagement letter.

Scope of Representation

GrayRobinson, P.A. will represent the Town of Loxahatchee Groves in the preparation and negotiation of a separation agreement with Francine L. Ramaglia.

Billing, Fees and Expenses

Our Firm will charge for our professional services on an hourly basis. I will perform most of the legal work on this matter and serve as lead attorney. My current rate is \$\$325.00 per hour. We reserve the right to utilize other members of the Firm whenever, in our discretion, we deem it appropriate. If requested, we will be glad to provide you with a schedule of rates presently in effect for all individuals performing work on this matter. Our hourly rates vary and are subject to change in the future; generally in August of each year.

In addition to our professional services, we will bill the Town of Loxahatchee Groves for all disbursements and out-of-pocket expenses made or incurred. These typically include such items as document reproduction, travel expenses, long distance telephone calls, mailing charges, facsimile charges, messenger services and filing or recording fees. We may also use computerized research or other technology services to assist in handling your matters. Those services will be used when we believe that it is appropriate to do so. Expenses incurred or advanced on your behalf will be itemized on our billing invoice. Please note, if we anticipate that substantial expenses will be incurred, we will require that you pay the vendor directly and/or we may require a deposit from you in order to cover such expenses.

You will be billed periodically, usually monthly. We are happy to discuss our billing invoice with you at any time and will welcome the opportunity to address any questions you may have. In the event you should disagree with

or question any amount, you agree to communicate such disagreement or question to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived.

Retainers

We may request an advance Retainer for any professional fees and/or costs associated with this matter. The Firm also reserves the right to require an additional or increased Retainer in the future based upon the scope of service anticipated. Retainers will be held without interest in the Firm's Trust Account until disbursed. Such funds may be applied in payment of professional fees owed or expenses incurred. Additionally, you may be required to replenish the funds as they are used.

Dispute Resolution

Should there arise any dispute concerning fees and costs earned and owed to the Firm and, if it becomes necessary for this Firm to retain an attorney or otherwise utilize the Firm's own attorneys to collect such fees and costs, the prevailing party to such dispute will be entitled to recover its attorney's fees, costs and expenses necessarily incurred. In addition, Town of Loxahatchee Groves and this Firm each hereby waive any right to a jury trial for any controversy, dispute or claim arising out of or related to this Firm's representation of the Town of Loxahatchee Groves and/or this Agreement, and we further agree that venue for any lawsuit brought thereon shall be Broward County, Florida, where this agreement is deemed made and finally executed.

Advance Waiver

Because of the relatively large size of our Firm and our representation of many other clients, it is possible that one or more of our present or future clients have or will have matters adverse to the Town of Loxahatchee Groves. Our acceptance of your current representation will preclude us from accepting future representations adverse to the Town of Loxahatchee Groves, which involve matters substantially related to the work we perform in the course of this engagement. However, as a condition to our undertaking the representation described in this letter, each agrees that our acceptance of this engagement shall not preclude us from representing other clients in the future who may have interests adverse to the Town of Loxahatchee Groves with respect to matters not substantially related to the specific matter or matters for which you have engaged our services.

We agree, however, that your consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of Town of Loxahatchee Groves, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to a material or potential material disadvantage to Town of Loxahatchee Groves.

No Representation of Corporate Affiliates

This will also confirm that unless we reach an explicit understanding to the contrary, we are being engaged by and will represent Town of Loxahatchee Groves, and that we are not being engaged to represent any of your parent companies, subsidiaries, affiliated entities, officers, directors, members, partners, shareholders or employees.

Generative Artificial Intelligence

As part of our commitment to providing efficient and high-quality legal services, GrayRobinson may use advanced technologies, including generative artificial intelligence (AI), to assist in legal research, document drafting, and other related tasks. The use of such technologies is supervised by our qualified attorneys and is intended to enhance, not replace, the legal judgment and expertise that we bring to your case.

Please be advised of the following:

- **Human Oversight:** All work products generated by AI tools are carefully reviewed and validated by licensed attorneys in our firm. We do not rely on AI-generated content without human oversight.
- **Confidentiality:** We take your privacy and confidentiality seriously. Any information shared with or processed by AI tools is subject to the same rigorous confidentiality and data protection standards as all other information handled by our firm.
- **Limitations of AI:** While AI tools can assist in streamlining certain processes, they are not infallible. The final responsibility for the accuracy, relevance, and appropriateness of any legal advice, document, or strategy rests with our attorneys.
- **Client Consent:** By engaging our services, you acknowledge and consent to the use of generative AI tools as part of our legal services. If you have any concerns about the use of AI in your case, please inform us, and we will discuss alternative approaches to meet your needs.

Termination

Unless previously terminated, our representation will terminate as follows: (1) if this is the only matter in which we represent Town of Loxahatchee Groves, our representation will terminate upon our sending our final invoice for services rendered in this matter; and (2) if we represent Town of Loxahatchee Groves in more than one matter, our representation of each matter will terminate upon sending the final invoice for that matter, and the attorney-client relationship will terminate completely (absent any new or subsequent engagements) upon our sending the final invoice in the last open matter.

Client Review

I am happy to answer any questions you may have regarding this engagement agreement. Likewise, you have the right to have this agreement reviewed by an outside party or other professional prior to signing. You understand that the Firm is not engaged until the signed original engagement agreement is returned to us, including any requested advance Retainer.

Entire Agreement

These terms, and the attached Additional Understanding Regarding Representation and Privacy Policy, which are incorporated by reference, constitute our entire Agreement for the representation of Town of Loxahatchee Groves in this matter. There are no other arrangements or agreements regarding our representation of you which are not expressed in this Agreement. Any modification of the Agreement must be in writing, by mail, fax or e-mail. The Agreement is binding on you and on GrayRobinson, and the respective legal representatives and successors of each.

If the terms of this engagement as set forth in this letter meet with your approval, please indicate by having the extra copy of this letter signed in the space provided below and return it to our offices.

We appreciate the confidence and trust you have placed in us as your legal counsel, and I encourage you to communicate with me if at any time you have questions on the status or progress of your matters. I look forward to working with you and your staff on any matters you deem appropriate. If you have any questions, please do not hesitate to contact me.

Valerie Oakes, CMC
April 14, 2026
Page 4

Very truly yours,

Johneeka M. Simpson

The terms of this representation are accepted
this ____ day of _____, 20__.

By: _____
Title: _____

Attached: Additional Understanding Regarding Representation
 Privacy Policy

GRAY ROBINSON

Additional Understanding Regarding Representation

Payment of Invoices

In the event that our invoices are not timely paid, or that payment terms satisfactory to us are not established, we reserve the right to renegotiate the terms of this engagement and/or to pursue our other remedies, including the right to charge you interest of 1½% per month for any invoice which has not been paid within 30 days of the date the invoice is mailed or emailed to you. We also reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

Electronic Data

This will serve as our disclosure that the Firm does presently and will continue to maintain confidential and privileged information in electronic form. This practice will be followed in our work on this matter. The Firm does take measures that it understands to be reasonable and consistent with current business practices to protect that information.

Outcome or Result

We will strive to do our best to meet your needs in this and any other matter we subsequently undertake for you. Either at the commencement, or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any attorney, consultant or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee. We cannot and do not make any representations, warranties or guarantees concerning the outcome of this or any representation we undertake. We will give you our best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly.

File Retention

Following the termination of the representation/engagement, any otherwise nonpublic information you have supplied to the Firm (unless previously removed or destroyed by specific request) will be retained by us and kept confidential in accordance with applicable rules of professional conduct, and the Firm reserves the right to send such materials to off-site storage at any time. Any retrieval of material once the file is closed may incur an expense for which you will be responsible. The Firm's retention policy provides that we retain stored and closed files for a period of ten (10) years after which they may be destroyed. Thus, if there are any documents which you need from those we possess, we recommend that you obtain them at the conclusion of our work on this matter. Failure to do so will waive and indemnify the Firm from any liability for the destruction of materials.

GRAYROBINSON

PRIVACY POLICY

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy and do not take lightly the confidence you place in us.

In the course of providing our clients with financial and tax planning and preparation services, employment counseling, bankruptcy activities, certain real estate services, and other certain financial services, we receive significant personal financial information about you either from you or with your authorization. If you are a current or former client of GrayRobinson, P.A. you should know that all information that we receive about you is held in extreme confidence, and is not released to any person or entity outside of this law firm, except as agreed upon by you, or as required under applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions regarding this matter. Your privacy, our professional ethics, and the ability to provide you with quality legal services are very important to us.

Johneeka M. Simpson



Associate

johneeka.simpson@gray-robinson.com

T 954.761.8111

F 954.761.8112

D 954.761.7500

Fort Lauderdale

401 East Las Olas Boulevard Suite 1000 Fort Lauderdale, Florida 33301

Focus

Litigation

Class Action Defense

Product Liability and Toxic Tort

Labor and Employment

First-generation attorney adeptly handling complex commercial, insurance, and class action litigation. Representing clients at the state and federal levels, leveraging invaluable insight and extensive legal experience.

Item 7.

Johneeka M. Simpson is an associate attorney practicing out of the GrayRobinson Fort Lauderdale office. Her practice includes handling a diverse range of litigation, encompassing complex commercial disputes, class actions, product liability cases, landlord-tenant disputes, and labor and employment matters. While Johneeka is highly skilled in advocating for her clients in court through oral advocacy, she is equally committed to resolving issues outside the courtroom whenever possible.

While in law school, Johneeka participated in the Constance Baker Motley Mock Trial Competition as a member of the Black Law Students Association Trial Team. Additionally, she contributed to UF Law's esteemed Trial Practice course as a teaching assistant. Johneeka gained valuable experience as a judicial clerk for the Honorable Kristine Van Vorst in the 8th Judicial Circuit Court, focusing on statutory interpretation involving creditor's rights and remedies, as well as landlord-tenant disputes.

[Show full biography](#)

Affiliations

Broward County Bar Association

The Florida Bar

Young Lawyers Division

Wilkie D. Ferguson, Jr. Bar Association

Credentials

J.D., University of Florida College of Law, 2021

B.S., Florida State University, 2018, *cum laude*

Admissions

Florida

U.S. District Court for the Southern and Middle Districts of Florida



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jeffrey S. Kurtz, Esq., Town Attorney

DATE: April 21, 2026

SUBJECT: Consideration of Resolution No. 2026 – 33 Approving Acting Town Manager Employment Agreement with Valerie Oakes

Background:

At the Town Council’s April 7, 2026, meeting the Council appointed Valerie Oakes as the Acting Town Manager. The compensation and guaranties for her to return to her prior position of Assistant Town Manager/Town Clerk were not explicitly spelled out. Resolution No 2026-33 and the attached agreement provide the parties with certainty and clarity with respect to those terms. While these terms are acceptable to Ms. Oakes and have been or will be discussed with members of Council, they will not become operative until approved by Council.

The basic terms are as follows:

1. The term of the agreement is from April 7, 2026, through September 30, 2026 – this is intended to give Council sufficient time to decide how they want to move forward with the position.
2. The term would end and Ms. Oakes’ additional compensation would cease if:
 - a. The existing Town Manager’s suspension was lifted and/or a new Manager or Acting Manager was appointed.
 - b. Ms. Oakes resigned from her employment with the Town.
 - c. Ms. Oakes or the Council requested she step back into her position as Town Clerk/Assistant Town Manager.
 - d. Ms. Oakes passed away.
3. The additional compensation would be up to \$20,000 with the payments spread out evenly over the 13 pay periods between April 17th and October 2nd. Any early termination of the Agreement would result in Ms. Oakes having received a pro rata share of the \$20,000 based on the time served as Acting Town Manager.
4. The Council’s only remedy for dissatisfaction with Ms. Oakes performance would be to remove her from the position of Acting Town Manager and return her to the at will position



155 F Road Loxahatchee Groves, FL 33470
of Town Clerk/Assistant Town Manager reporting to the Town Manager or Acting Town Manager depending on Council's direction with respect to her replacement.

5. The Agreement acknowledges and allows the continuation of two existing employment situations:
 - a. Ms. Oakes, throughout her employment with the Town has operated her own outside business enterprise, The Valiant Management Team, LLC.
 - b. Ms. Oakes daughter is a valuable employee of the Town in her own right and prior to Ms. Oakes appointment as Acting Town Manager did not directly or indirectly report to Ms. Oakes. As the Acting Town Manager her daughter and all Town employees except for the Town Attorney will report at least indirectly to her. This technical breach of the Human Resources Policy Manual (HRPM) created by the Council appointment will have to be waived by the Council for Ms. Oakes to be the Acting Town Manager.
6. Other benefits continue to be accrued in accordance with the Town's policies and HRPM.

Should you have any questions concerning the proposed Agreement feel free to contact the Acting Town Manager or me directly

Recommendation:

Approval of Resolution 2026-33 approving the Acting Town Manager Employment Agreement with Valerie Oakes.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-33

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING AN EMPLOYMENT AGREEMENT FOR ACTING TOWN MANAGER VALERIE OAKES AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Valerie Oakes has been employed with the Town of Loxahatchee Groves as the Town Clerk since May 2, 2024 and was promoted to Assistant Town Manager/Town Clerk on January 22, 2026 and;

WHEREAS, At the April 7, 2026, Town Council meeting, the Town Council by a majority vote placed Town Manager Francine Ramglia on paid administrative leave; and appointed Valerie Oakes, Assistant Town Manager/Town Clerk as Acting Town Manager.

WHEREAS, Valerie Oakes desires to continue to be employed by the Town in the position of Acting Town Manager under certain terms and conditions; and

WHEREAS, the Town and Valerie Oakes desire to enter into an Employment Agreement setting forth the terms of Ms. Oakes employment as Acting Town Manager; and

WHEREAS, pursuant to Section 4(3)(a) of the Town's Charter, the Acting Town Manager shall be appointed by Resolution approving an employment contract.

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

Section 1. The above recitals are hereby adopted as if fully set forth herein.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Employment Agreement for Acting Town Manager with Ms. Oakes, attached to this Resolution as Exhibit "A".

Section 3. The term of the Agreement and the continued appointment of Valerie Oakes as Acting Town Manager shall commence April 7, 2026 and continue to run until October 1, 2026, unless earlier terminated in accordance with the provisions of the Agreement.

Section 4. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF _____, 2026.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Lisa El-Ramey, Seat 2

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Manish Sood, Seat 5

Office of the Town Attorney

Voted:
Councilmember Anita Kane Seat 3

Voted:
Councilmember Paul Coleman II, Seat 4

Voted:
Councilmember Joseph Stephens, Seat 1

EMPLOYMENT AGREEMENT FOR ACTING TOWN MANAGER

THIS AGREEMENT is made and entered between Valerie Oakes (“EMPLOYEE” or “Acting Town Manager”) and the TOWN OF LOXAHATCHEE GROVES, a municipal corporation of the State of Florida (“TOWN”), collectively “the PARTIES”.

WHEREAS, the EMPLOYEE was initially hired by the TOWN on May 2, 2024, as the Town Clerk; and

WHEREAS, the EMPLOYEE was assigned the position of Assistant Town Manager in addition to her continuing duties as Town Clerk on January 22, 2026; and

WHEREAS, at their April 7, 2026, Town Council meeting the Council placed the existing Town Manager, Francine Ramaglia, on administrative leave with pay; and

WHEREAS, the TOWN, by and through its Town Council (“Council”), desires to engage the services of EMPLOYEE as Acting Town Manager on a temporary basis; and

WHEREAS, on April 7, 2026, the Council approved EMPLOYEE to be appointed temporarily to the role of Acting Town Manager with full authority and responsibility to perform the obligations and duties of the position.

NOW THEREFORE, for and in consideration of the mutual obligations set forth below, the EMPLOYEE and the TOWN agree as follows:

I. EMPLOYMENT OF EMPLOYEE

Subject to the terms and conditions set forth in this Agreement, TOWN hereby agrees to employ EMPLOYEE as its full-time, exempt position of Acting Town Manager on a temporary basis and EMPLOYEE hereby accepts such temporary employment.

II. DUTIES AND RESPONSIBILITIES

The EMPLOYEE shall be responsible to the five-member Council and shall perform the functions and duties of the Acting Town Manager as provided in the Policies and Procedures of Town, as provided by Florida Law, the Town’s Charter and Code of Ordinances, the direction of the Council, and as mutually agreed to by the EMPLOYEE and TOWN from time to time. The EMPLOYEE shall devote whatever time is necessary to perform the duties of the position, which often exceed forty (40) hours per week.

III. EXISTING EMPLOYMENT MATTERS

- A. TOWN acknowledges that since EMPLOYEE’s initial employment with TOWN she has operated and continues to operate her private business, The Valiant Management Team, LLC and that the operation of that outside employment has been approved and shall continue to be approved as outside employment during her tenure as Acting Town Manager. EMPLOYEE shall not be employed by any outside employer other than The Valiant Management Team, LLC, during the Term of this Agreement.
- B. EMPLOYEE’s daughter is also a current employee of the Town. In accordance with Chapter 6 Section 3 of the Town’s Human Resources Policy Manual employment of family members is not prohibited so long as there is not a situation where the family members do not work in a position where a direct or indirect reporting relationship exists. The EMPLOYEE’s position as Town Clerk/Assistant Town Manager does not create such a reporting relationship with her daughter and in that role EMPLOYEE

does not participate in employment decisions relating to her daughter. The appointment by the Council of EMPLOYEE as Acting Town Manager does result in an indirect reporting situation with respect to EMPLOYEE's daughter as all Town Employees other than the Town Attorney report directly or indirectly to the Town Manager. The TOWN acknowledges this issue and specifically waives the conflict created by the existing employment situation and neither EMPLOYEE nor EMPLOYEE's daughter shall be subject to discipline or termination on account of the existence of this temporary reporting situation created by Council's appointment of EMPLOYEE as Acting Town Manager on a temporary basis.

IV. TERM

- A. The Term of this Agreement for employment in the Acting Town Manager position shall begin on April 7, 2026, and remain in effect until October 1, 2026, unless earlier terminated as provided in Section V.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the TOWN to terminate the service of EMPLOYEE or remove her from the position of Acting Town Manager at any time, subject only to the provisions set forth in Section V herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time, subject only to the provisions set forth in Section V herein below.

V. SEPARATION FROM TOWN AND/OR REMOVAL FROM ACTING TOWN MANAGER POSITION

- A. Removal by TOWN With or Without Cause; Reversion to Prior Position.
 - 1. TOWN shall not terminate EMPLOYEE's employment With or Without Cause during the Term of this Agreement.
 - 2. Reversion to Assistant Town Manager/Town Clerk Position:
 - a. In the event the Council determines, in its sole discretion, EMPLOYEE should no longer serve as Acting Town Manager With or Without Cause at any time during the Term, EMPLOYEE shall be returned to the at-will position of Town Clerk/Assistant Town Manager at the compensation rate she was earning as of April 6, 2026, paid in installments at the same time as other employees of the TOWN are paid.
 - b. The Term shall automatically terminate upon either the return of the Town Manager from administrative leave or the commencement of employment of a new Town Manager appointed by the Council and EMPLOYEE shall be returned to the at-will position of Town Clerk/Assistant Town Manager at the compensation rate she was earning as of April 6, 2026, paid in installments at the same time as other employees of the TOWN are paid.
 - c. The TOWN's removal of EMPLOYEE With or Without Cause from the Acting Town Manager position shall be final and non-appealable.
- B. EMPLOYEE'S request to return to the position of Assistant Town Manager/Town Clerk
 - 1. EMPLOYEE shall have the right to request the Council relieve her of her duties and responsibilities as Acting Town Manager and return to her position as Assistant Town Manager/Town Clerk. Such

request must be in writing and sent to all members of Council. Within thirty (30) days of the receipt of the request the Council shall schedule the matter for their consideration on an agenda at a Regular or Special meeting of the Council. At such meeting Council shall schedule a time frame for EMPLOYEE's return to the position as Assistant Town Manager/Town Clerk.

C. Resignation by EMPLOYEE.

1. EMPLOYEE may voluntarily resign employment from TOWN by providing TOWN thirty (30) days written notice in advance, unless waived at the sole discretion of the Council. During the 30-day period, TOWN may require EMPLOYEE to cease or limit the work performed on TOWN matters, during which time EMPLOYEE is entitled to such regular compensation and benefits as is due under this Agreement until the effective date of the resignation as provided in the notice or 30 days from the date of the notice, whichever occurs earlier.

D. Expiration of Term.

1. At the expiration of the Term, this Agreement shall terminate automatically and EMPLOYEE shall return to the at-will position of Assistant Town Manager/Town Clerk under the same terms, conditions of employment and rate of compensation and benefits as were in existence as of April 6, 2026, with the understanding that any increase in compensation granted generally to employees of the Town and effective as of October 1, 2026, shall also be granted to EMPLOYEE.

E. Death.

1. This Agreement, the Term, and EMPLOYEE's employment shall terminate automatically upon the EMPLOYEE's death.

VI. COMPENSATION

- A. Salary. EMPLOYEE shall continue to be compensated at her current rate of pay and benefits as she is entitled to as the Assistant Town Manager/Town Clerk. In addition, as compensation for her efforts as the Acting Town Manager she shall be paid up to an additional \$20,000 over the course of the term of this Agreement. The additional pay shall be paid in equal installments during the term over the course of 13 pay periods from April 17, 2026, to October 2, 2026. Such additional pay shall cease upon EMPLOYEE's reversion to the position of Assistant Town Manager/Town Clerk, resignation, death or expiration of the term.

B. Benefits.

1. During the Term, EMPLOYEE shall continue to receive benefits as provided set forth under the Town's Human Resources Policy Manual, EMPLOYEE shall remain eligible for such Benefit(s) so long as such Benefits remain in effect, or as amended by the Town Council from time to time.

VII. PAYMENT UPON SEPARATION; NO SEVERANCE PAY

- A. Final Paycheck. If EMPLOYEE separates from employment for any reason under Section V, she shall be paid in full any unpaid balance of her Salary then earned and due through the final date of employment. Any accrued but unused paid time off (PTO) is payable only in accordance with the Town's Human Resources Policy Manual as amended from time to time. Such payments shall be made on the next regularly scheduled pay date after separation. Management Leave or other paid leaves are not payable upon separation for any reason.
- B. Severance Pay. EMPLOYEE shall not be eligible for Severance Pay under any circumstances.

VIII. PERFORMANCE EVALUATION

Due to the temporary nature of this appointment, EMPLOYEE as Acting Town Manager shall not be subject to a formal evaluation of her performance in that position.

IX. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- B. The rights and obligations herein granted are personal in nature and cannot be transferred by the EMPLOYEE except as provided in any benefit plans upon occurrence of a qualifying event.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both PARTIES.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. Failure of the TOWN to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of TOWN's right to enforce or exercise said right(s) at any time thereafter.
- F. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- G. All the provisions contained in this Agreement are subject to and conditioned upon compliance with all special acts of the TOWN and applicable laws of the State of Florida, the Town Charter and Town ordinances. Such laws shall take precedent over any part or portion of provisions as contained herein.
- H. This Agreement shall be governed exclusively by Florida law and venue of any action or proceeding relating to this Agreement shall be in Palm Beach County, Florida, exclusively, with each party to bear its own attorneys' fees and costs, up through and including any appellate action. EMPLOYEE expressly consents to the personal jurisdiction of the courts of Palm Beach County, Florida.
- I. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EACH OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR EMPLOYEE'S EMPLOYMENT.
- J. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: Town of Loxahatchee Groves
 155 F Road
 Loxahatchee Groves, FL 33470
 ATTN: Mayor
 Town Attorney

TO: Valerie Oakes
 address on record in
 Personnel File

Any party may designate a change of address at any time by giving written notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this ____ day of April, 2026.

TOWN OF LOXAHATCHEE GROVES

EMPLOYEE

BY: _____
LISA EL-RAMEY, MAYOR

VALERIE OAKES

ATTEST:

Approved as to form and legal sufficiency:

Kenthia White, Acting Town Clerk

Jeffrey S. Kurtz, Esq. Town Attorney



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jeffrey S. Kurtz, Esq., Town Attorney

DATE: April 21, 2026

SUBJECT: Consideration of Resolution No. 2026 – 34 Rescinding Reso and giving direction to resume contract with the Sheriff

Background:

In accordance with Council direction, the Mayor, Acting Town Manager, and Town Attorney met with PBSO representatives on Monday April 13, 2026, concerning the status of the existing contract.

Based on those discussions it appears that PBSO would be willing to resume servicing the Town in accordance with the existing contract. The resumption of services would be at the same rate as previously established in the contract and would be for the remainder of FY 26 and all FY27.

If the Town offered to rescind its previous termination of the agreement, PBSO would communicate to the Governor and Cabinet that the issue had been resolved. The negotiators indicated PBSO would be willing to waive any claim for payment for services from mid-December until the resumption of services which could be within a few days of Council’s rescission of the previous termination.

Included with the resumption of law enforcement services, would be the resumption of the review of the school zone camera enforcement program. The Town’s vendor has indicated they can process violations up to 30 days after they have occurred so enforcement of violations could occur retroactively for that period from the date PBSO services resumed. Currently PBSO is not insistent on amending the agreement to have the Town responsible for overtime charges resulting from the school zone camera enforcement process. The previously proposed amendment to the agreement relating to that subject will continue to be held in abeyance until they have more data on the impact of the enforcement of the one school within the Town’s boundaries.

If the Council were to decide to resume contractual service under the terms described above, direction with respect to the general fund budget would be necessary. The Town staff had originally proposed a budget of \$675,000 for public safety. The approved budget only allocated \$120,000. There does exist a contingency fund of \$555,000, but expenditures from those monies can only be made as explicitly directed by the Town Council. In addition, the Town has collected



155 F Road Loxahatchee Groves, FL 33470

approximately \$204,000 of unallocated funds from the school zone camera enforcement program. Pursuant to State statute those funds must be expended on public safety initiatives.

The cost of resuming law enforcement services for FY 2026 would be:

1. December payment -	\$29,708
2. Estimated April payment -	14,850
3. May – September -	<u>283,345</u>
Total	<u>\$327,903</u>

Of the original budgeted amount of \$120,000, the current amount available is approximately \$3,000. Direction with respect to the source of the additional \$325,000 for the balance of FY 26 will be necessary if resumption of PBSO law enforcement services is decided upon by Council.

A resolution rescinding the previous termination and giving directions to resume the services under the existing PBSO contract is attached for your consideration.

Recommendation:

Consideration of Resolution No. 2026 – 34 PBSO concerning Sheriff’s contract.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-34

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CONCERNING THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE TOWN AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY; RESCINDING RESOLUTION NO. 2026-15; DIRECTING THE RESUMPTION FO PAYMENTS UNDER THE AGREEMENT; AUTHORIZING THE ACTING TOWN MANAGER TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE ACTING TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, a Florida municipality located in Palm Beach County, Florida (hereinafter referred to as "Town") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida (hereinafter referred to as "PBSO") entered into an Agreement for Law Enforcement Services in June of 2017, for a one-year term beginning on October 1, 2017 and terminating on September 30, 2018; and

WHEREAS the Town and PBSO entered seven (7) addenda to the Agreement extending the term of the Agreement from October 1, 2018, until September 30, 2027; and

WHEREAS, the Town ceased making payments under Agreement in December of 2025; and

WHEREAS, PBSO ceased providing services under the Agreement in December of 2025; and

WHEREAS, pursuant to Resolution No. 2026-15 Town timely provided written notice to PBSO in accordance with Article 12 "Termination" of the Agreement for the termination of the FY2026-27 contract year with such termination being effective October 1, 2026; and

WHEREAS, Town and PBSO resumed negotiations towards a mutually beneficial resumption for the provision of enhanced law enforcement services within the Town's municipal boundaries.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution; and

Section 2. The Town Council of the Town of Loxahatchee Groves hereby rescinds Resolution No. 2026-15 and the termination of the Agreement for Law Enforcement Services.

Section 3. The Town Council authorizes the resumption of payment for services under the terms of the Agreement, provide that no payment shall be made for the period between December 17, 2025, and the date of resumption of services by PBSO and that PBSO agrees to waive any claim for charges associated with that time.

Section 4. The Town Council directs the use of the Town’s identified contingency budgetary item in the present amount of \$555,000 as the source for any necessary payments to PBSO.

Section 5. The Acting Town Manager is authorized to execute any and all documents necessary to implement the intent of this Resolution, in forms acceptable to the Town Attorney. The Acting Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or. Application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution was hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF APRIL 2026.

ATTEST: **TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Acting Town Clerk

Voted:
Mayor Lisa El-Ramey, Seat 2

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Manish Sood, Seat 5

Office of the Town Attorney

Voted:
Councilmember Anita Kane, Seat 3

Voted:
Councilmember Paul Coleman II, Seat 4

Voted:
Councilmember Joseph Stephens, Seat 1

Approval of this item will result in a budget amendment in the amount of \$20,000, to be transferred from the (Non-PBSO) Contingency Account No. 001-90-51-519-59991 to the Special Events Account No. 001-10-51-511-58200.

RECOMMENDATION:

The Mayor recommends that the Town Council approve the requested budget amendment in the amount of \$20,000 for the Town's 20th Anniversary Celebration and Veterans Day event.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jeffrey S. Kurtz, Esq., Town Attorney

DATE: April 7, 2026

SUBJECT: Consideration of offer from Sheltering Palms Foundation request for release of a conservation easement on their property

Background:

The Town has received an updated offer of \$250,000 to release a conservation easement and lien on property located off of E Road. The Board for Sheltering Palms Foundation originally offered \$150,000 payment to the Town for the release of the conservation easement on the Track 47 Block D 20-acre parcel on E Road (PCN: 41-41-43-17-01-447-0010).

The property does not have an assigned address but is located immediately west of 1300 D Road. The property was once owned by the owners of 1300 D Road. Palm Beach County had established a conservation easement on a two-acre of the twenty (20) acre portion of the property. The conservation easement was located on the south eastern portion of the property. The present owner of the property, Sheltering Palms Foundation, acquired the property through a foreclosure on the property. They had made a loan to the former owner of the property. Prior to Sheltering Palms Foundation loaning the money to their predecessor in title, the conservation easement had been denuded and there no longer exists even a remnant of the plantings that had existed.

At the time Sheltering Palms Foundation made the loan to the former owner, they had not done a sufficient title search on the property to recognize there was a conservation easement or code enforcement lien attached to the property. The code enforcement lien had to do with a code violation on the adjacent 1300 D property, but it is attached to the Sheltering Palms Foundation property because at the time of the violation both properties were under a common ownership. At the time of the loan, the Sheltering Palms Foundation property had been transferred to a different but related entity to the owner of 1300 D Road.

Sheltering Palms Foundation did not denude the conservation easement, but as the current owners of the property they are the responsible and affected party. The property is currently on the market for just under 3 million dollars. The offers they have received for the 20 acres have been approximately 20% below the asking price. The existence of the conservation easement and code



155 F Road Loxahatchee Groves, FL 33470

enforcement lien are affecting the marketability of the property. The owner would like to resolve the issues and move forward.

The Town Council requested appraisals be done on the property. The appraisals on the property were conducted by an appraiser selected by the property owner and an appraiser selected by the staff. Copies of both appraisals are attached, and they come up with similar evaluation as the Town's appraiser valued the conservation easement area at \$196,000 and the property owner's appraiser valued the property at \$105,000 per acre or \$2.1 million for the entire 20 acres. The conservation easement area is approximately 2.12 acres.

At the Town Council's January meeting, the property owner was willing to pay the Town \$200,000 for the release of the conservation area and a partial release of the lien associated with the 1300 D property. The Town Council at that time asked for more information concerning the cost of replanting the conservation easement. The evaluation of such costs is \$146,745.00.

Sheltering Palms is not interested in re-planting the easement area and the time for developing the area would be significant. The Town would have to establish a monitoring program for the redevelopment of the conservation area. It may be more effective to utilize the monies received from the release of the conservation easement to purchase other areas for conservation or fund replanting in an area that residents would actually have access to. The conservation easement that is the subject of this release does not grant the public any access to the property.

If the Town Council were to grant the release of the easement and partial release of the lien, for the \$250,000 payment, it is suggested that \$245,000 be attributed to the release of the conservation easement and \$5,000 be attributed to the payment for the partial release of the lien. The partial release of the lien would reduce the amount due from the property owners of 1300 D by the \$5,000.

Direction from Council is sought on whether the payment offered for the release of the conservation easement is sufficient and whether the property owner should submit a request for a partial release of the code enforcement lien. If the Town Council is satisfied with the offer, the formal release of the easement and partial release of the code enforcement lien could be formally presented at the Council's May 5, 2026, meeting.

Recommendation:

Discussion and direction with respect to the offer presented by Sheltering Palms Foundation.

Appraisal Report

LAND APPRAISAL REPORT

File No. 250423

Item 11.

IDENTIFICATION

Borrower N/A Census Tract 78.44 Map Reference 40-42-23
 Property Address xxx E Rd
 City Loxahatchee County Palm Beach State FL Zip Code 33470
 Legal Description Loxahatchee Groves Tr 47 Blk D (parcel ID: 41-43-17-01-447-0010)
 Sale Price \$N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$7,875 (yr.) Loan charges to be paid by seller \$N/A Other sales concessions N/A
 Lender/Client Owner/Client:Sheltering Palms Foundation Inc Address 100 SE 3rd Ave Ste 2700, Ft Lauderdale, FL, 33394
 Occupant Vacant Land Appraiser Deborah Mezoe Instructions to Appraiser Estimate of market value

NEIGHBORHOOD

Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural Built Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25% Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow Property Values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply Marketing Time <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos. Present Land Use <u>97</u> % 1 Family <u> </u> % 2-4 Fam <u> </u> % Apts. <u> </u> % Condo <u>1</u> % Commercial <u> </u> % Industrial <u> </u> % Vacant <u>2</u> % Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*) (*) From <u> </u> To <u> </u> Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <u> </u> % Vacant Single Family Price Range \$ <u>255</u> to \$ <u>6,500</u> Predominant Value \$ <u>650</u> Single Family Age <u>0</u> yrs. to <u>64</u> yrs. Predominant Age <u>20</u> yrs.	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"></td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Avg.</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Poor</td> </tr> <tr> <td>Employment Stability</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Employment</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Shopping</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Schools</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Adequacy of Public Transportation</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Recreational Facilities</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Adequacy of Utilities</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Property Compatibility</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Protection from Detrimental Conditions</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Police and Fire Protection</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>General Appearance of Properties</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Appeal to Market</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		Good	Avg.	Fair	Poor	Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Good	Avg.	Fair	Poor																																																														
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																														
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																														
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																														
Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																														
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																														
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																														
Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																														
Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																														
Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																														
Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																														
General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																														
Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																														

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) Neighborhood is comprised of 1 to 20+ acreage lots, vacant or improved with single family homes/equestrian facilities/nurseries. Subject is approximately 8 miles+/- traveling distance from Wellington International, a world famous equestrian center (beneficial). Also convenient to typical amenities including major arterials, schools, restaurants, shopping, professional offices, hospitals and emergency medical centers, parks.

SITE

Dimensions 674.1X1292.3 = 20 acres Corner Lot
 Zoning Classification AR Present improvements do do not conform to zoning regulations
 Highest and best use: Present use Other (specify) Improved Residential

Elec. <input type="checkbox"/> None Gas <input type="checkbox"/> None Water <input type="checkbox"/> None San. Sewer <input type="checkbox"/> None <input type="checkbox"/> Underground Elect. & Tel.	OFF SITE IMPROVEMENTS Street Access: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Surface <u>Asphalt</u> Maintenance: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights	Topo <u>Level</u> Size <u>20 Acres</u> Shape <u>Rectangular</u> View <u>Residential/Canal</u> Drainage <u>Appears Adequate</u> Is the property located in a HUD Identified Special Flood Hazard Area? <input type="checkbox"/> No <input type="checkbox"/> Yes
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) Of the 20 acres, there is a conservation easement on the SE corner of the property with 462' frontage on E Rd, dimensions are 462x200, approximately 2.12 acres which include 25' buffer zones on all 4 sides. For prohibited activities regarding the easement, refer to Conservation Easement attached. Per scope of work, flood information not included.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	XXX E Rd Loxahatchee, FL 33470	1032 C Rd Loxahatchee, FL 33470		2962 D Rd Loxahatchee, FL 33470		3195 C Rd Loxahatchee, FL 33470	
Proximity to Subj.		0.94 miles W		1.84 miles N		2.40 miles NW	
Sales Price	\$ N/A	\$ 1,400,000		\$ 1,265,000		\$ 880,000	
Price	\$ N/A	\$ 140,140		\$ 126,500		\$ 88,000	
Data Source	Papa/Imapp/RX-11054443	Papa/Imapp/RX-11044175		Papa/Imapp/RX-11065751		Papa/Imapp/RX-11025224	
Date of Sale and Time Adjustment	DESCRIPTION Listed 01/25 @ \$2,995,000	DESCRIPTION s11/25;c10/25	+ (-) \$ Adjustment	DESCRIPTION s08/25;c06/25	+ (-) \$ Adjustment	DESCRIPTION s12/24;c11/24	+ (-) \$ Adjustment
Location	N;Res;Canal	N;Res;Canal		N;Res;Canal		N;Res;Canal	
Site/View	N;Res;Canal	N;Res;Canal		N;Res;Canal		N;Res;Canal	
Site Area	20 acres	9.99 acres	+900,000	10 acres	+900,000	10 acres	+900,000
Improvements	Cleared, fence	Wooded, fence, crprt, 3cgar	-24,000	Cleared, fence, utility bldg	-30,000	Wooded	+70,000
Improvements	None	well, septic, elec	-15,000	well, septic, elec	-15,000	None	
Dirt Rd/Paved Rd	Paved	Paved		Paved		Paved	
Sales or Financing Concessions	Active Listing Cost to build culvert bridge	Cash None needed	-130,000	Conventional None needed	-130,000	Cash None needed	-130,000
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 731,000		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 725,000		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 928,000	
Indicated Value of Subject		Gross 76.4% Net 52.2% \$ 2,131,000		Gross 85.0% Net 57.3% \$ 1,990,000		Gross 135.0% Net 105.5% \$ 1,808,000	

Comments on Market Data: Acreage adjustments market extracted, consider "diminishing returns" - the cost per acre is less as the number of acres increases. Subject is cleared and is fenced on three sides. Comp #1 is wooded (inferior) and fully fenced (superior), has a 3 car garage building & a large covered & screened carport for storage (superior). Comp #2 is cleared, fully fenced, has a utility building. Comp #3 is wooded with no fencing. Comps #1 & #2 have well, septic & electric. Utility adjustments, building adjustments consider cost/depreciation/market. Time adjustments estimated from market, applied from contract date to 5/25.

Comments and Conditions of Appraisal: This appraisal is completed "as is". The preserve area, although having restrictions, has some utility as vacant, wooded land and is not deducted from market value - uncleared sections, ponds and lakes are not uncommon of acreage land.

RECONCILIATION

Final Reconciliation: The Sales Comparison Approach is the only reliable approach to value in determining the value of residential vacant land. Most reliance on Comps #1, #2, #3 & #4 (closest proximity) on a weighted average with at least 2 comps supporting value.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF November 24 2025 to be \$2,100,000
 Appraiser(s) Deborah Mezoe Review Appraiser (if applicable) Did Did Not Physically Inspect Property
 Signature Deborah Mezoe Signature _____
 Name Deborah Mezoe Date 12/01/2025 Name _____ Date _____
 State FL License Certification # Cert Res RD5650 State _____ License Certification # _____

ADDITIONAL COMPARABLES

Item 11.

Borrower/Client N/A
 Property Address xxx E Rd
 City Loxahatchee County Palm Beach State FL Zip Code 33470
 Lender Owner/Client; Sheltering Palms Foundation Inc

MARKET DATA ANALYSIS	ITEM	Subject Property	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
	Address	XXX E Rd Loxahatchee, FL 33470	2813 F Rd Loxahatchee, FL 33470		16450 Norris Rd Wellington, FL 33470		2761 E Rd Loxahatchee, FL 33470	
	Proximity to Subj.		1.82 miles N		4.66 miles S		1.72 miles N	
	Sales Price	\$ N/A		\$ 2,900,000		\$ 5,600,000		\$ 2,750,000
	Price	\$ N/A		\$ 145,000		\$ 366,013		\$ 137,500
	Data Source	Papa/Imapp/RX-11054443	Papa/Imapp/RX-10999008		Papa/Imapp/RX-11028791		Papa/Imapp/RX-11121116	
	Date of Sale and Time Adjustment	DESCRIPTION Listed 01/25 @ \$2,995,000	DESCRIPTION s08/25;c05/25	+ (-) \$ Adjustment	DESCRIPTION s02/25;c01/25	+ (-) \$ Adjustment	DESCRIPTION Active	+ (-) \$ Adjustment
	Location	N;Res;Canal	N;Res;Canal		N;Res;Wellington	-3,400,000	N;Res;Canal	
	Site/View	N;Res;Canal	N;Res;Canal		B;Res;Prsrv	-75,000	N;Res	
	Site Area	20 acres	20 acres		15.3 sf		20 acres	
Improvements	Cleared, fence	Cleared*,fence,well,sptc,ele	-29,000	Cleared, none	+30,000	Cleared,fence	-14,000	
Improvements	None	House,MFH,Stalls*,rings	-400,000	Pub Water & electric	-10,000	well, septic, elec	-10,000	
Dirt Rd/Paved Rd	Paved	Paved		Paved		Paved		
Sales or Financing Concessions	Active Listing Cost to build culvert bridge	Cash Cost to build culvert bridge:	-130,000	Cash Cost to build culvert bridge	-130,000	Listing Cost to build culvert bridge	-130,000	
Net Adj. (Total)		<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$	-559,000	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$	-3,249,000	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$	-621,500	
Indicated Value of Subject		Gross 19.3% Net -19.3%	\$ 2,341,000	Gross 71.1% Net -58.0%	\$ 2,351,000	Gross 22.6% Net -22.6%	\$ 2,128,500	

Comments on Market Data Analysis Comp #4 was offered for sale as vacant land with improvements including; partially cleared, fenced and cross fenced, well, septic, electric. Has a 3640 sf timber frame barn with a metal roof, 26 stalls, tack and laundry room, wash racks, built in 1976. Other improvements include paddocks, hot walker, riding pens, an 1872 sf frame house with 2 bedrooms, 1.5 baths and an attached 2 car carport, covered porches, built in 1976, and a 672 sf mobile home built in 1972. Adjustment for improvements considers age, condition per MLS. (Realtor reports buyers plan to renovate the home and had minimal interest in equestrian improvements). Comp #5 is adjusted for it's superior location in Wellington and closer to the equestrian facilities, smaller site size considered in the adjustment, bracketed for one adjustment at location. Comp #5 backs to a preserve (view and trail riding). Comp #6 is an active listing, adjusted for buyer-seller negotiations which are estimated from a review of sale to list price ratios.

ADDITIONAL COMMENTS

Item 11.

Borrower or Owner	N/A		
Property Address	xxx E Rd		
City	Loxahatchee	County	Palm Beach
State	FL	Zip Code	33470
Lender or Client	Owner/Client:Shelting Palms Foundation Inc		

SCOPE OF APPRAISAL

1. TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE REPORTED ANALYSIS, OPINIONS, AND CONCLUSIONS WERE DEVELOPED, AND THIS REPORT HAS BEEN PREPARED IN CONFORMITY WITH THE REQUIREMENTS OF THE CODE OF PROFESSIONAL ETHICS AND THE STANDARDS OF PROFESSIONAL PRACTICE OF THE APPRAISAL INSTITUTE.

2. THE APPRAISER HAS PERFORMED A COMPLETE VISUAL INSPECTION OF THE INTERIOR AND EXTERIOR AREAS OF THE SUBJECT PROPERTY, HAS INSPECTED THE NEIGHBORHOOD, HAS INSPECTED EACH COMPARABLE FROM THE STREET, HAS RESEARCHED, VERIFIED AND ANALYZED DATA FROM RELIABLE PUBLIC AND/OR PRIVATE SOURCES, AND REPORTED AN ANALYSIS, OPINIONS, AND CONCLUSIONS IN THIS REPORT.

INTENDED USER

THE INTENDED USER OF THE APPRAISAL REPORT IS THE LENDER/CLIENT. THE INTENDED USE IS TO EVALUATE THE PROPERTY THAT IS THE SUBJECT OF THIS APPRAISAL FOR AN ESTIMATE OF MARKET VALUE, SUBJECT TO THE STATED SCOPE OF WORK, PURPOSE OF THE APPRAISAL, REPORTING REQUIREMENTS OF THIS APPRAISAL REPORT FORM, AND THE DEFINITION OF MARKET VALUE. NO ADDITIONAL INTENDED USERS ARE IDENTIFIED BY THE APPRAISER.

Appraiser may be asked to comment on; condition, legal description, sales contract, environmental issues, etc.. Comments in the report are within the expertise of a real estate appraiser. Appraiser cannot complete an inspection to the same degree as a contractor who provides a thorough home inspection of all building components, appliances, roofing, electrical, plumbing, etc.. Appraiser has no expertise in these areas nor in title work and cannot substitute for services provided by a qualified real estate attorney, home inspector, contractor, etc..Appraiser has no training in detecting negative environmental conditions. The appraiser can only make observations and routine testing, and draw conclusions no different than the typical prospect purchasing the home.

I HAVE PERFORMED NO SERVICES, AS AN APPRAISER OR ANY OTHER SERVICE, OR IN ANY OTHER CAPACITY, REGARDING THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT WITHIN THE THREE YEAR PERIOD IMMEDIATELY PRECEDING ACCEPTANCE OF THIS ASSIGNMENT.

REASONABLE EXPOSURE TIME IS 90 TO 180 DAYS.

SITE IMPROVEMENTS

VACANT LAND. CLEARED. FENCED ON 3 SIDES, NO UTILITIES. SUBJECT HAS WALK - IN ACCESS AT THIS TIME DUE LACK OF A CULVERT BRIDGE ACROSS THE CANAL FOR DRIVE IN ACCESS. AN ADJUSTMENT IS MADE FOR ESTIMATED COST TO CURE IN THE SALES COMPARISON APPROACH.

SUBJECT HAS 2.12 ACRES THAT ARE DESIGNATED AS A PRESERVE EASEMENT AND THERE ARE RESTRICTIONS TO USE - REFER TO ADDENDUM ATTACHED AND SURVEY ATTACHED.

THERE IS AMPLE ROOM FOR IMPROVEMENTS ON THE REMAINING ACREAGE AND THE RESTRICTIONS FOR USE ON MARKETABILITY IS NEGLIGIBLE.

SALES OVER 90 DAYS

DUE TO LIMITED SALES, IT WAS NECESSARY TO EXPAND OUR SEARCH OVER 90 DAYS. THIS IS NOT DETRIMENTAL AS SALES WITHIN SIX MONTH PERIOD REFLECT CURRENT MARKET. (INCREASING VALUES CURRENT 6 MONTH PERIOD OVER PRIOR 6 MONTH PERIOD.)

SELECTION OF COMPARABLES/HIGHER ADJUSTING/SALES OVER ONE MILE/ACROSS NEIGHBORHOOD BOUNDARIES

SUBJECT IS A VACANT, CLEARED, 20 ACRE SITE WITH NO IMPROVEMENTS COMPARABLES WITH SIMILAR CHARACTERISTICS BEST REPRESENT THE SUBJECT.

VACANT SITES ARE SCARCE AND COMPARABLES ARE LIMITED, MAKING IT NECESSARY TO EXPAND OUR SEARCH OVER 90 AND 180 DAYS, OVER ONE MILE, AND ACROSS NEIGHBORHOOD BOUNDARIES.

SALES OVER 90/180 DAYS - NOT DETRIMENTAL AS THE MARKET HAS BEEN STABLE.

OVER ONE MILE / ACROSS NEIGHBORHOOD BOUNDARIES - NOT DETRIMENTAL - THIS IS TYPICAL IN THE APPRAISAL OF LARGER ACREAGE SITES AND NOT DETRIMENTAL AS LARGER VACANT SITES ARE SPREAD OUT OVER ONE MILE DUE TO THEIR SIZE AND FULLY IMPROVED SITES LYING BETWEEN AND NOT DETRIMENTAL. WHERE DISTANCE/LOCATION IMPACTS VALUE, AN ADJUSTMENT IS MARKET EXTRACTED FOR THE DIFFERENCE.

HIGHER ADJUSTING IS UNAVOIDABLE DUE TO THE ADJUSTMENTS FOR ACREAGE AND IMPROVEMENTS - NOT DETRIMENTAL AS ADJUSTMENTS ARE MARKET EXTRACTED.

Additional Comments

PHOTOGRAPH ADDENDUM

Borrower or Owner	N/A						
Property Address	xxx E Rd						
City	Loxahatchee	County	Palm Beach	State	FL	Zip Code	33470
Client	Owner/Client;Shelting Palms Foundation Inc						



**SUBJECT PROPERTY
FRONT VIEW OF**



**SUBJECT PROPERTY
REAR VIEW OF**



**SUBJECT PROPERTY
STREET SCENE OF**

PHOTOGRAPH ADDENDUM

Borrower or Owner	N/A		
Property Address	xxx E Rd		
City	Loxahatchee	County	Palm Beach
		State	FL
		Zip Code	33470
Client	Owner/Client:Sheltering Palms Foundation Inc		



COMPARABLE #1

1032 C Rd
Loxahatchee, FL 33470

Price \$1,400,000
Price/SF 140,140
Date s11/25;c10/25

Site Area 9.99 acres

Value Indication \$2,131,000



COMPARABLE #2

2962 D Rd
Loxahatchee, FL 33470

Price \$1,265,000
Price/SF 126,500
Date s08/25;c06/25

Site Area 10 acres

Value Indication \$1,990,000



COMPARABLE #3

3195 C Rd
Loxahatchee, FL 33470

Price \$880,000
Price/SF 88,000
Date s12/24;c11/24

Site Area 10 acres

Value Indication \$1,808,000

PHOTOGRAPH ADDENDUM

Borrower or Owner	N/A		
Property Address	xxx E Rd		
City	Loxahatchee	County	Palm Beach
		State	FL
		Zip Code	33470
Client	Owner/Client;Shelting Palms Foundation Inc		



COMPARABLE #4

2813 F Rd
Loxahatchee, FL 33470

Price \$2,900,000
Price/SF 145,000
Date s08/25;c05/25

Site Area 20 acres

Value Indication \$2,341,000



COMPARABLE #5

16450 Norris Rd
Wellington, FL 33470

Price \$5,600,000
Price/SF 366,013
Date s02/25;c01/25

Site Area 15.3 sf

Value Indication \$2,351,000



COMPARABLE #6

2761 E Rd
Loxahatchee, FL 33470

Price \$2,750,000
Price/SF 137,500
Date Active

Site Area 20 acres

Value Indication \$2,128,500

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concessions but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. The separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: xxx E Rd, Loxahatchee, FL 33470

APPRAISER:

Signature: *Deborah Mezae*
 Name: Deborah Mezae
 Date Signed: 12/01/2025
 State Certification #: Cert Res RD5650
 or State License #: _____
 State: FL
 Expiration Date of Certification or License: 11/30/2026

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____
 Did Did Not Inspect Property

Uik's NURSERY
1300 B. RD.
LIX. FL. 33470

CONSERVATION EASEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

AUG-14-1997 9:54am 97-288939
ORB 9937 Pg 704
1
Con 10.00 Doc .70

KNOW ALL PERSONS BY THESE PRESENT THAT as a condition of the approval by Palm Beach County of the Vegetation Removal Permit, and pursuant to Palm Beach County Unified Land Development Code Section 9.5.F.2.c., Ramon Viloria ("Grantor"), has, for good and valuable consideration, the receipt of which is acknowledged, granted to Palm Beach County, a political subdivision of the State of Florida ("Grantee"), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Palm Beach County, Florida, as set forth in the legal description attached hereto as Exhibit A (the "Property").

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the Property will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, which shall mean that the following activities are prohibited on the Property:

1. Construction or placement of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal, destruction, cutting, trimming, mowing, alteration or biocide spraying of trees, shrubs, or other vegetation; with exception to the removal of nuisance and exotic plant species as may be required or permitted by law, ordinance, or other government approval;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in any manner which affects the surface or sub-surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the Property in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the maintenance of the Property in the natural vegetative and hydrologic conditions as existing at the time of execution of this Conservation Easement. The Conservation Easement hereby granted and the

Uik's Nursery
1300 S. RD.
LDX. FL. 33470

CONSERVATION EASEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

AUG-14-1997 9:54am 97-288939
ORB 9937 Pg 704
10.00 Doc .70

KNOW ALL PERSONS BY THESE PRESENT THAT as a condition of the approval by Palm Beach County of the Vegetation Removal Permit, and pursuant to Palm Beach County Unified Land Development Code Section 9.5.F.2.c., Ramon Vilorino ("Grantor"), has, for good and valuable consideration, the receipt of which is acknowledged, granted to Palm Beach County, a political subdivision of the State of Florida ("Grantee"), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Palm Beach County, Florida, as set forth in the legal description attached hereto as Exhibit A (the "Property").

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the Property will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, which shall mean that the following activities are prohibited on the Property:

1. Construction or placement of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal, destruction, cutting, trimming, mowing, alteration or biocide spraying of trees, shrubs, or other vegetation; with exception to the removal of nuisance and exotic plant species as may be required or permitted by law, ordinance, or other government approval;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in any manner which affects the surface or sub-surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the Property in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the maintenance of the Property in the natural vegetative and hydrologic conditions as existing at the time of execution of this Conservation Easement. The Conservation Easement hereby granted and the

ORB 9937 Ps 705

obligation to retain and maintain the Property forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

Venue for any actions in connection with this Conservation Easement shall be in Palm Beach County, Florida. The prevailing party shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions as required and stated in the approved Property, if the prevailing party is the Grantee. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes, or Palm Beach County ordinance.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of the is Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure by the Grantor to comply.

The Grantor hereby represents that the Grantor is seized of the Property in fee simple and has good right and title to grant and convey this Conservation Easement to the Grantee and that the Property is free and clear of any encumbrances.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this 14 day of August, 1996.

Signed, sealed, and delivered in our presence of:

Mary A. McHugh
WITNESS Mary A. McHugh

Tamara T. Stambaugh
WITNESS Tamara T. Stambaugh

GRANTOR:

BY: [Signature]

Title: Authorized Representative

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 14th day of August, 1997 (date), by Ramon Vilacino (name of officer or agent), of _____ (name of corporation), a _____ (State or place of incorporation) corporation, on behalf of the corporation s/he is personally known to me, produced a valid driver's license and (did/did not) take an oath. (Produced a FL Dr L.C.)

(Seal)

Theresa A. Wheeler
Notary Public
State of Florida

My Commission Expires: _____



Theresa A. Wheeler
MY COMMISSION # 00579034 EXPIRES
August 22, 2000
BONDED THROUGH FARM DISTANCE, INC.

Return to: (enclose self-addressed stamped envelope)

Name

Address

ORB 9937 Pg 706
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Property Appraiser's Parcel Identification (Photo Number(s))

200 "D"

1292.50'

Exhibit "A"

D = E. LINE SAID TRACT 47 & "E" LINE SAID BLOCK "D"

S 88°-48'-08" E 200.00'

TRACT 47, BLOCK "D"

NOT RECORDED

LEGAL DESCRIPTION OF PROPOSED DEDICATED PRESERVE:

THE EAST 200 FEET OF THE SOUTH 462 FEET OF TRACT 47, BLOCK "D" LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 17, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AS MEASURED PARALLEL TO THE EAST AND SOUTH LINES OF SAID TRACT 47 IN SECTION 29, TOWNSHIP 23 SOUTH, AND RANGE 41 EAST.

* PRESERVE CONTAINS 4 - 2.12 ACRES.

N 02°-49'-39" E 462.00'

25' BUFFER ZONE

PROPOSED DEDICATED PRESERVE (INCLUDES BUFFER ZONES)
(SET 1/2" I.R.&C. # 4193 & CORNERS) 2.12 ACRES

25' BUFFER ZONE

25' BUFFER ZONE

25' BUFFER ZONE

25' BUFFER ZONE

25' BUFFER ZONE

25' BUFFER ZONE

25' BUFFER ZONE

25' BUFFER ZONE

25' BUFFER ZONE

25' BUFFER ZONE

25' BUFFER ZONE

25' BUFFER ZONE

25' BUFFER ZONE

SET WITNESS CORNER 33.00' E. ON EXTENSION OF N. 12 (TO AVOID CANAL)

ABBREVIATIONS:

- A.S.A. = ALSO KNOWN AS
- AND LENGTH
- AT
- CENTERLINE
- CONC. = CONCRETE
- C.S.S. = CONCRETE BLOCK & SLAB
- C/S = CONCRETE SLAB
- Δ = DELTA ANGLE
- E = EASEMENT LINE
- ELEV. = ELEVATION
- ENT. = ENTRANCE
- I.R.&C. = IRON ROD AND CAP
- M.S. = MASTION
- M.S. = MASTION
- N.T.S. = NOT TO SCALE
- D.S.W. = ORDINARY HIGH WATER
- P.O. = POINT OF BEGINNING
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.O.C. = POINT OF COMMENCEMENT
- P.O.I. = POINT OF INTERSECTION
- P.O.I. = POINT OF INTERSECTION
- P.O.T. = POINT OF TANGENCY
- P.O.T. = POINT OF TANGENCY
- P.P.L.S. = PROFESSIONAL LAND SURVEYOR
- P.L. = PERFECT LINE
- R = RADIAL LENGTH
- R/W = RIGHT OF WAY
- S.F. = SQUARE FEET
- S.F. = SQUARE FEET
- S.F. = SQUARE FEET

SPECIFIC NOTATIONS (IF ANY):
(X) = NOT APPLICABLE
(N/A) = NOT AVAILABLE
PARCEL IS IN FLOOD ZONE "B"
* DID NOT TIE-IN INTERIOR REMAINING OR IRRIGATION STRUCTURE
* ORIGINAL BOUNDARY SURVEY 6/12/17

OF SURVEY 1292.33'

RY-003

PURPOSE

PRESERVE DEDICATION

TABLE CHARGE:

93

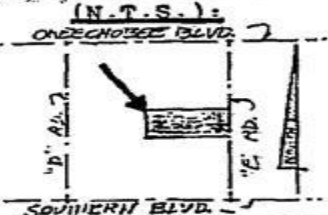


- LEGEND:
- = SET 1/2" I.R.&C. "PLS-4193" (OR "PLS-4193-WIT" IF WITNESS TO CORNER) AND /OR FOUND POINTS AS SHOWN.
 - = OVERHEAD ELECTRIC LINES.
 - * * * * * = FENCING.
 - ⊙ = WOOD POWER POLE.

SCALE:
1" = 100'

SHE CANAL BLOCK "D"

LOCATION SKETCH (N.T.S.):



GRAPHIC REVISIONS (NO FIELD SURVEY):
DATE:

AN APPRAISAL REPORT
OF
A 2.12 ACRE CONSERVATION EASEMENT
IN FAVOR OF THE TOWN OF LOXAHATCHEE GROVES
LOCATED AT THE SOUTHEAST CORNER OF
A 20.0 ACRE PARENT TRACT LOCATED ON
THE WEST SIDE OF E ROAD, APPROXIMATELY
5,000 FEET NORTH OF SOUTHERN BOULEVARD (SR 80)
LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA 33470

PREPARED FOR
TOWN OF LOXAHATCHEE GROVES
C/O MS. CARYN GARDNER-YOUNG, MPA, AICP
COMMUNITY STANDARDS DIRECTOR
155 F ROAD, LOXAHATCHEE GROVES, FL 33470

AS OF
DECEMBER 2, 2025

PREPARED BY
PARRISH & EDWARDS, INC.
EIN 59-2550770
BRIAN G. EDWARDS, MAI
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER NO. RZ1303

PARRISH & EDWARDS, INC.



3450 Northlake Blvd., #285 – Northlake Corporate Center
North Palm Beach, FL 33403

PH: (561) 622-9992

December 19, 2025

Town of Loxahatchee Groves
c/o Ms. Caryn Gardner-Young, MPA, AICP
Community Standards Director
155 F Road, Loxahatchee Groves, FL 33470

RE: P&E File No.: B25-091

Dear Ms. Caryn Gardner-Young:

In accordance with your request, we have made an inspection, analysis, and appraisal report of the following:

A 2.12-acre Conservation Easement in favor of the Town of Loxahatchee Groves located at the southeast corner of a 20.0-acre Parent Tract (Folio #41-41-43-17-01-447-0010) located on the west side of E Road, approximately 5,000 feet north of Southern Boulevard (SR 80), Loxahatchee Groves, Palm Beach County, Florida.

The purpose of the appraisal is to estimate the market value of the Town’s interest in the Conservation Easement. To help establish this value, the unencumbered market value of the Parent Tract will first have to be determined. This value will then be used to help establish our opinion of the market value of the Town’s interest in the Conservation Easement considering the Town’s rights and uses to this area as well as those rights and uses retained by the owner of the Parent Tract. The Town of Loxahatchee Groves is considering releasing this Conservation Easement which would then give the owner of the Parent Tract full use (fee simple interest) in this area. As a result of our investigation and analysis of the information outlined in the report, we hereby submit that our opinion of the market value of the Town of Loxahatchee Grove’s interest in the Conservation Easement area as of December 2, 2025 is as follows:

Market Value of Town’s Interest in the Conservation Easement Area

ONE HUNDRED NINETY-SIX THOUSAND DOLLARS

\$196,000

Page 2

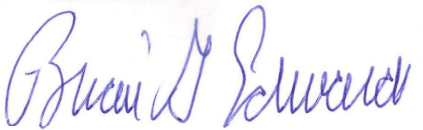
This report is intended to comply with Federal reporting standards and the standards and reporting requirements of the Uniform Standards of Professional Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation.

The appraiser has the ability to properly identify the problem to be addressed, the knowledge and experience to complete the assignment competently; and has recognition of, and compliance with, laws and regulations that apply to the appraiser or to the assignment.

This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, a specific valuation, or an amount which would result in approval of a loan.

A description of the property being appraised, together with an explanation of the report type and valuation procedures utilized, is contained within the body of this report. This letter is made a part of and subject to the Limiting Conditions as set forth in the report herein.

Sincerely,



Brian G. Edwards, MAI
State Certified General Real Estate Appraiser #RZ1303

EXTRAORDINARY ASSUMPTIONS / SPECIAL LIMITING CONDITIONS

1. The property has not been inspected for environmental contamination, such as underground storage tanks, drums of unknown contents, evidence of waste disposal such as sludge, paints chemical residues, oil spillage, asbestos, etc. The appraiser was not provided with an environmental survey of the Subject and has assumed no significant contamination exists. However, the client should be aware that the Parent Tract had been used for agricultural purposes, and pesticides and other chemicals and petroleum products are often used in the agricultural production process. If such contamination were found to be present, the values stated herein would be subject to review and modification.

2. A survey was provided by the owner that included the Parent Tract as well as the adjacent property to the west. Based upon the survey dimensions, the size of the Parent Tract was estimated at 20.0 acres, which was in agreement with the size indicated by the Palm Beach County Property Appraiser's website. For the purpose of this report, we will utilize the site size of 20.0 acres as calculated from the survey dimensions. A Conservation Easement was recorded on August 14, 1997 which included a survey of the Conservation Easement indicating an easement site size of 2.12 acres. For the purpose of this report, we will utilize an easement size of 2.12 acres. If new surveys of the Parent Tract and Conservation Easement become available that differ substantially from Palm Beach County Public records, we reserve the right to amend our appraisal.

3. As previously indicated, the purpose of the appraisal is to provide an opinion of the market value of the Town of Loxahatchee Grove's interest in the Conservation Easement. To help establish this value, the unencumbered market value of the Parent Tract will first have to be determined. The Town of Loxahatchee Groves is considering releasing this Conservation Easement which would then give the owner of the Parent Tract full use (fee simple interest) of this area.

ASSUMPTIONS/CONDITIONS (CONT'D)

4. Over the past four years, there has been continued uncertainty in economic conditions as a result of the Coronavirus (COVID-19) which led to higher inflation, and the effects of the pandemic on the real estate market have yet to be determined. As of the effective date of this appraisal, the number of confirmed cases has dropped significantly since its high in early 2021. However, there is still uncertainty with future market conditions because of new variants in the COVID Virus and because only 70% of the population is fully vaccinated. If cases begin to rise again, this could slow or reverse the economic recovery and could impact businesses again, which would have a significant negative effect on the real estate market. While the number of cases has dropped significantly, the pandemic has had and continues to have a significant effect on supply chains, which has resulted in a significant increase in inflation. In an attempt to slow down the effects of inflation, the Federal Reserve began raising the Federal Funds rate in March 2022, and after 11 separate rate hikes in the range of 0.25% to 0.75%, the rate rose to a high of approximately 5.5% in July 2023 which was a 23-year high. This has had a direct effect on mortgage interest rates, which is affecting some segments of the real estate market with longer marketing times and fewer sale transactions. Only recently (September 2024) did the Federal Reserve lower the rate by 0.5% as a result of a slowing in economic conditions and a decline in inflationary factors which was the first rate cut since March of 2020. Additional rate cuts of 0.25% were made on November 7, 2024, December 18, 2024, September 17, 2025, October 29, 2025, and December 10, 2025. As of the effective date of this report, limited data was available to determine the direct and indirect effect of the pandemic on the real estate market, but the economy has been affected by the higher interest rate environment, and now there is additional uncertainty with the new trade tariffs and effects of the recent federal government shutdown. The intended user of this report should be aware that as economic data becomes available over the coming months, the value contained within this report could be affected.

The Special Limiting Conditions / Extraordinary Assumptions, used in this assignment and listed above, could have an effect on the assignment results.

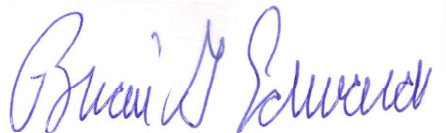
CERTIFICATION

I (We) hereby certify that to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I (We) have no present or prospective interest in the property that is the Subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. I (We) have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My (Our) engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My (Our) compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the requirements of the Code of Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Brian G. Edwards has made a personal inspection of the Subject Property that is the subject of this report.
10. No one provided significant professional assistance other than the person(s) signing this report.

CERTIFICATION (CONT'D)

11. The Appraisal Institute conducts a program of continuing education for designated members who meet the minimum standards of this program and are awarded periodic educational certification. As of the date of this report, I, Brian G. Edwards have completed the requirements under the continuing education program of the Appraisal Institute.
12. My (Our) analyses, opinions, or conclusions that were developed in this report have been prepared in conformity with the requirements of the State of Florida for the State Certified Appraisers.
13. The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.
14. I, Brian G. Edwards, have not performed services, as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding agreement to perform this assignment.



Brian G. Edwards, MAI
State Certified General Real Estate Appraiser #RZ1303

SUMMARY OF SALIENT FACTS

CONSERVATION EASEMENT

LOCATION: Southeast corner of a 20.0-acre Parent Tract located on the west side of E Road, approximately 5,000 feet north of Southern Boulevard (SR 80), Loxahatchee Groves, Palm Beach County, Florida 33470

OWNER OF RECORD: SHELTERING PALMS FOUNDATION INC

IMPROVEMENTS: Vacant Land

SITE SIZE: 20.0 acres (Parent Tract) which includes a 2.12 acre (Conservation Easement)

ZONING/LAND USE: "AR" Agricultural Residential, by Loxahatchee Groves; RR-5

FLOOD ZONE: Flood Zones "AE" and "X" of Community Map Panel #12099C0534 F, dated October 5, 2017

CENSUS TRACT: 0078.51

HIGHEST AND BEST USE (AS VACANT): Residential/Equestrian development

MARKET VALUE OF THE TOWN'S INTEREST IN THE CONSERVATION EASEMENT: \$196,000

ESTIMATED MARKETING/ EXPOSURE TIME: 3 to 6 Months (Parent Tract)

EFFECTIVE DATE OF APPRAISAL: December 2, 2025

DATE OF INSPECTION: December 2, 2025

EXTENT OF INSPECTION: The Parent Tract and Conservation Easement were inspected and photographs were taken.

APPRAISER: Parrish & Edwards, Inc.
Brian G. Edwards, MAI



1. PARENT TRACT FACING WEST FROM E ROAD



2. PARENT TRACT FACING NORTHEAST FROM WESTERN BOUNDARY



3. PARENT TRACT FACING SOUTHEAST FROM WESTERN BOUNDARY



4. PARENT TRACT FACING EAST FROM WESTERN BOUNDARY



5. PARENT TRACT FACING WEST FROM EASTERN BOUNDARY



6. CONSERVATION EASEMENT AREA FACING NORTHEAST



7. CONSERVATION EASEMENT AREA FACING SOUTHEAST



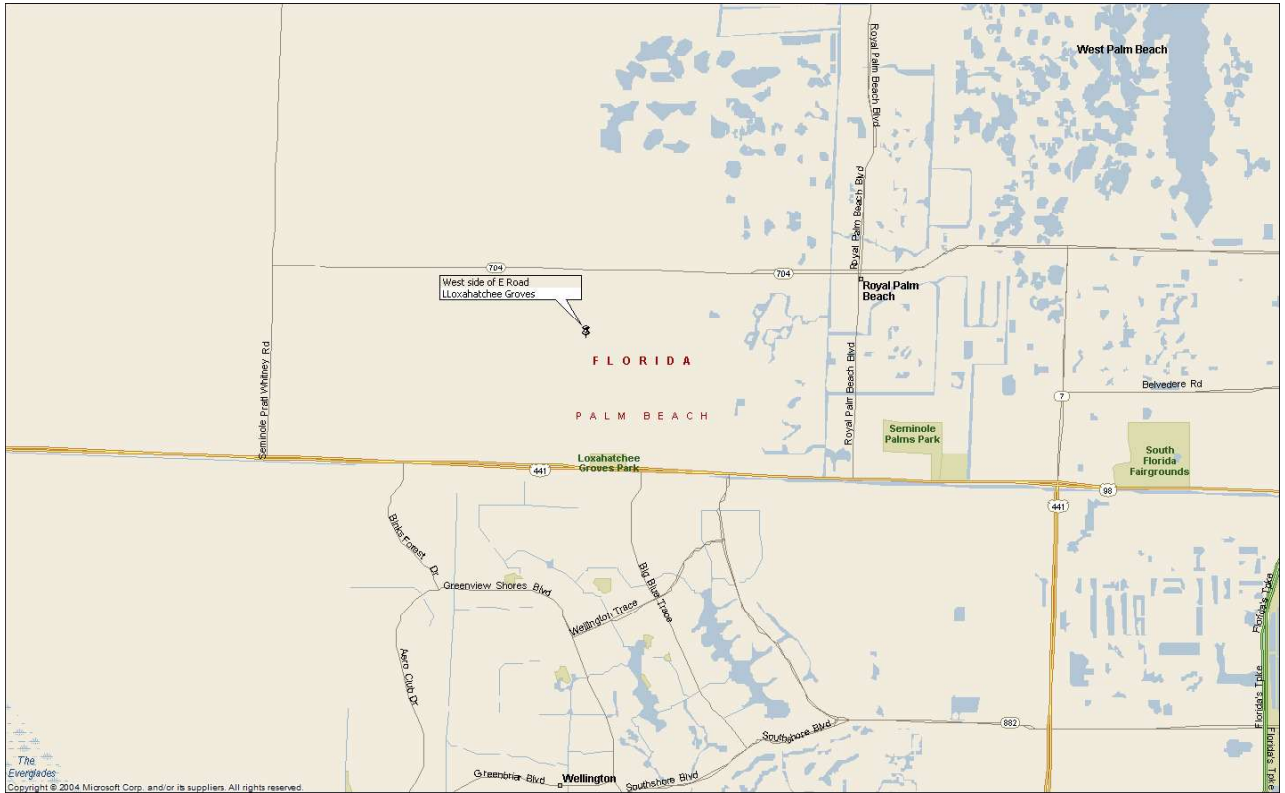
8. CONSERVATION EASEMENT AREA FACING EAST



9. E ROAD FACING NORTH



10. E ROAD FACING SOUTH



LOCATION MAP

APPRAISAL REPORT

This is an appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice. As such, it presents discussions of the data, reasoning and analysis that were used in the appraisal process to develop the appraiser’s opinion of value. Supporting documentation concerning the data, reasoning and analysis is summarized in this report and/or retained in the appraiser’s file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this report.

PARCEL REFERENCE: P&E File No: B25-091

CLIENT: Town of Loxahatchee Groves
c/o Ms. Caryn Gardner-Young, MPA, AICP
Community Standards Director
155 F Road, Loxahatchee Groves, FL 33470

APPRAISER: Brian G. Edwards, MAI
State Certified General Real Estate Appraiser #RZ1303

Parrish & Edwards, Inc.
3450 Northlake Blvd. #285
Palm Beach Gardens, FL 33403

**SUBJECT
PROPERTY OWNER:** SHELTERING PALMS FOUNDATION INC

REAL ESTATE APPRAISED: Property Location:
Southeast corner of a 20.0-acre Parent Tract located on the west side of E Road, approximately 5,000 feet north of Southern Boulevard (SR 80), Loxahatchee Groves, Palm Beach County, Florida 33470

LEGAL DESCRIPTION: (Parent Tract)
Folio #41-41-43-17-01-447-0010

The following legal description was taken from the Palm Beach County Property Appraiser’s website.

Tract 47, Block D, LOXAHATCHEE GROVES, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records.

(Conservation Easement)
Legal Description of the Conservation Easement is located in the addenda.

PURPOSE OF THE APPRAISAL:

The purpose of the appraisal is to estimate the market value of the Town's interest in the Conservation Easement. To help establish this value, the unencumbered market value of the Parent Tract will first have to be determined. The Town of Loxahatchee Groves is considering releasing this Conservation Easement which would then give the owner of the Parent Tract full use (fee simple interest) of this area. The appraisal will be used to assist the Town in establishing a release price for the Conservation Easement.

INTENDED USE AND USER OF THIS REPORT:

The intended use of this appraisal report is to assist the Town in establishing a release price for the Conservation Easement that encumbers 2.12 acres of the 20-acre Parent Tract. The intended user is Town of Loxahatchee Groves. The intended user has not advised us of any other intended subsequent user of this report. This report should not be relied upon by anyone other than the intended user and for any use other than the use stated above.

INTEREST APPRAISED:

The property rights appraised are the fee simple interest in the Parent Tract. This value on a price per acre will be used to provide an opinion of the market value of the Town of Loxahatchee Grove's interest in the Conservation Easement area. The value of the Conservation Easement area in favor of the Town of Loxahatchee Groves will be based on a percentage of fee simple value in the 20.0-acre Parent Tract considering the impact and rights currently in favor of the Town of Loxahatchee Groves.

DEFINITION OF FEE SIMPLE ESTATE:

Fee Simple: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Source: The dictionary of Real Estate Appraisal, Appraisal Institute.

**ESTIMATED MARKETING /
EXPOSURE TIME:**

Based on discussions with local real estate brokers, an exposure/marketing time of 3 to 6 months is considered appropriate for the Parent Tract, assuming marketing by an experienced broker at a reasonable asking price. This would be the typical marketing time for 20.0-acre agricultural/residential parcel in the immediate area that is priced competitively.

**FIVE YEAR SALES
HISTORY:**

A search of the Palm Beach County Records indicated that there is one recorded transaction over the past five years. A Certificate of Title was recorded in the amount of \$1,250,100, dated January 8, 2025, recorded in O.R. Book 35484, Page 963, Palm Beach County Public Records. This was not an arm's length sale. This was a foreclosure sale. The Parent Tract is currently listed for sale in the amount of \$2,995,000 or \$149,750 per acre and has been on the market for approximately 11 months. The real estate agent indicated that there have been offers at close to the list price, but the potential buyers want the easement removed before putting it under contract. A 2.12-acre portion at the southeast corner is encumbered by a Conservation Easement in favor of the Town of Loxahatchee Groves. The Parent Tract does not currently have access. An access driveway/culvert will have to be constructed over the canal adjacent to E Road to establish legal access.

EXTENT OF INSPECTION:

The Parent Tract and Conservation Easement were inspected on December 2, 2025 and photographs were taken.

DATE OF VALUE:

December 2, 2025

DATE OF INSPECTION:

December 2, 2025

DEFINITION OF MARKET VALUE

The regulatory required market value definition is:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and each acting in what he considers his own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source:

*Uniform Standards of Professional Appraisal Practice,
Page I-7

*Federal Reserve System, 12 CFR Parts 208 and 225,
Sec. 225.62

*Office of the Comptroller of the Currency, 12 CFR Part 34,
Sec. 34.42

*FDIC, 12 CFR Part 323, Sec. 323.2

*Office of Thrift Supervision, 12 CFR Part 564, Sec. 564.2

*NCUA, 12 CFR Part 722, Sec. 722.2

*RTC, 12 CFR Part 1608, Sec. 1608.2

*FIRREA, Title XI

SCOPE OF APPRAISAL

(EXTENT OF PROCESS OF COLLECTING, CONFIRMING AND REPORTING DATA)

Per the Appraisal Institute, an appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice. As such, it presents summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is summarized in this report and/or retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this report.

The purpose of this appraisal is to provide an opinion of the Market Value of the Parent Tract and the Town of Loxahatchee Grove's interest in the Conservation Easement.

The Subject Property (Parent Tract) is a vacant site containing 20.0 acres and located on the west side of E Road, approximately 5,000 feet north of Southern Boulevard (SR 80), in Loxahatchee Groves.

To provide an opinion of the market value for the Town's interest in the Conservation Easement area, the unencumbered fee simple market value of the 20.0-acre Parent Tract will first have to be determined. To accomplish this, a sales search for similar type sales over the past two years in the Loxahatchee Groves area was conducted and the most similar sales were used to provide an opinion of the market value of the Parent Tract. The comparables utilized to provide an opinion of value were analyzed relative to the Subject based upon an appropriate unit of comparison and then adjusted, if possible, to reflect the relevant differences. If quantitative adjustments could not be established, the comparables were analyzed on a qualitative basis.

To provide an opinion of the market value of the Parent Tract, the three standard appraisal approaches, the Cost Approach, the Sales Comparison Approach and the Income Approach, have been considered. These approaches are briefly summarized as follows:

COST APPROACH - A set of procedures through which a value indication is derived for the fee simple estate by estimating the cost new as of the effective date of the appraisal to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. The contributory value of any site improvements that have not already been considered in the total cost can be added on a depreciated-cost basis. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property rights being appraised.

SCOPE OF APPRAISAL (CONT'D)

SALES COMPARISON APPROACH - The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

INCOME CAPITALIZATION APPROACH - Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.

Because the Parent Tract and Conservation Easement area are vacant land, only the Sales Comparison Approach using similar type land sales was considered applicable. The Cost and Income Approaches were not considered to be applicable approaches, and only the Sales Comparison Approach (land only) will be used to value the Parent Tract. The comparables utilized to estimate value were analyzed relative to the Subject based upon an appropriate unit of comparison which in this case was a sale price per acre of site area and then based upon this analysis; a price per acre conclusion was made for the Parent Tract. This conclusion was then applied to the size of the Parent Tract to arrive at a value for the Parent Tract. The value of the Conservation Easement area was then established using this price per acre value conclusion for the Parent Tract and considering the rights and allowable uses of the property by the Town of Loxahatchee Groves and the rights and uses retained by the Property Owner of the Parent Tract.

The search for data included a search of the Public Records and conversations with buyers and sellers within the market, and real estate brokers specializing in the Subject's market. The relevant comparable data found was verified with the grantor or grantee or a representative of the grantor or grantee such as their real estate agent or attorney and/or public records and other published sources. Because of the size and limited access and visibility for most of the sales, aerial images from the Palm Beach County Property Appraiser's website and Google Earth Pro were also reviewed.

APPRAISAL PURPOSE AND PROBLEM

The purpose of this real estate appraisal is to estimate the market value of the Town of Loxahatchee Grove's interest in the Conservation Easement area which the Town will use to establish a price for the release of the easement. To help establish this value, the unencumbered market value of the Parent Tract will first have to be determined. The Town of Loxahatchee Groves is considering releasing this Conservation Easement which would then give the owner of the Parent Tract full use (fee simple interest) of this area. This appraisal will be used to assist the Town in establishing this release price.

The Subject Property (Parent Tract) is vacant land containing 20.0 acres. The Parent Tract will first be valued using applicable land sales data. A land value analysis will be completed and a price per acre land value conclusion will be determined. The value of the Conservation Easement area will then be established using the price per acre value conclusion for the Parent Tract and considering the rights and allowable uses of the Conservation Easement area by the Town of Loxahatchee Groves and those rights and uses retained by the Property Owner.

The Subject site is zoned AR, Agricultural Residential by the Town of Loxahatchee Groves with an RR-5, 1 unit per 5 acre land use designation. This district allows for single family residences, agricultural related uses including equestrian uses etc. The underlying land use designation is agricultural / residential. The surrounding developments in the area consist primarily of rural residential, equestrian and agricultural uses with commercial uses along the primary roads with residential, multifamily, or recreational uses located behind these uses. The Subject zoning allows primarily residential, equestrian, and agricultural uses. Therefore, given the zoning and land use designation for the Subject Property as well as the existing immediate surrounding uses, a residential or equestrian use would be considered reasonable and probable and a legally permissible use.

EFFECTIVE DATE OF APPRAISAL

The effective date of this appraisal is December 2, 2025.

PALM BEACH COUNTY SUMMARY

The Subject Property is located in Palm Beach County, Florida.

Physical Characteristics

Palm Beach County is located along the southeast "Gold Coast" of Florida and is the second-largest county in the state and ninth in the nation east of the Mississippi River with a land area of 2,578 square miles, of which roughly 20% is within Lake Okeechobee and other wetland areas.

The county is rectangular-shaped and is bounded on the east by the Atlantic Ocean, on the west by Glades and Hendry Counties, on the south by Broward County, and on the north by Martin County. The geographic center of the county is +/-67 miles north of Miami and +/- 171 miles southeast of Orlando. Elevation averages 15' above sea-level. Natural habitat, moving from east to west, includes coastal beach dune ecosystems, pine flatlands, and freshwater wetland areas.



The county's renewable resources include 45 miles of coastline and an average year-round temperature of 75 degrees. Average temperature ranges from a low of 67 degrees to a high of 83 degrees. Winter temperatures are moderated by the Gulf Stream warm water current less than two miles offshore. These conditions have proven favorable for tourism, agriculture, and population in-migration.

Education

Palm Beach County School District is the tenth largest in the nation and the fifth largest in the State of Florida serving more than 193,000 students (this number includes students that attend non-District operated Charter Schools) who speak 150 languages and dialects. The School District is the largest employer in Palm Beach County. There are over 235 public schools including elementary schools, middle schools, high schools, ESE, alternative and charter schools available across the county. There are programs offered through virtual schools and adult education sites. There are also a variety of private schools serving the Palm Beach County from preschool through 12th grade.

Palm Beach County has several colleges, universities, and technical institutes. Palm Beach State College offers 4 year degrees and has five campuses having an estimated total enrollment of approximately 37,000 full (31%) and part-time (69%) students. Florida Atlantic University (FAU) is a 4-year college with six campuses with over 72% of students enrolled at the main campus in Boca Raton. FAU is a part of the state university system with approximately 30,000 students. Other higher-learning institutions include Lynn University with over 3,500 students and Palm Beach Atlantic University with over 4,200 students. Other schools have campuses located in Palm Beach County including Everglades University, Northwood University, South University, Keiser University, Nova Southeastern University and Barry University.

Transportation

Roads in the county essentially run east-west and north-south, forming a grid system over the eastern one-third of the county. Roadways that extend beyond the county's borders include State Road 80, State Road 710, Interstate 95, and Florida's Turnpike.

State Road 80 connects coastal Palm Beach County with the Glades and the west coast of Florida. This roadway was widened to four lanes from West Palm Beach to Belle Glade several years ago.

State Road 710 (Beeline Highway) runs from the West Palm Beach area of Palm Beach County and travels northwest into Martin County.

Interstate 95 is an interstate highway running from Florida to Maine. It serves as the main north/south artery in the county, transporting over 245,000 cars per day through Palm Beach County.

Florida's Turnpike is a toll road running from Wildwood to Miami. It serves a mix of tourist and local traffic. The Turnpike is generally parallel and to the west of Interstate 95. Several exits and all of the rest stops have recently undergone renovation.

Palm-Tran is a county-wide bus system serving all of the county and runs seven days a week.

Rail transport is via two carriers: Florida East Coast Railway and CSX Transportation. Both lines are primarily freight oriented with limited passenger service via Amtrak. The Tri-Rail commuter rail system services Dade, Broward, and Palm Beach counties for commuter travel between Miami, and West Palm Beach. Brightline is a high-speed rail system recently implemented between Miami and Orlando.

There are five public, general aviation airports in Palm Beach County and eight private airfields which serve local commercial/executive needs. The largest, Palm Beach International Airport (PBI), is centrally located southwest of the city of West Palm Beach, and eighteen airlines currently serve destinations in the continental United States and direct international flights to the Caribbean and Canada.

The PBI airport had total passengers of 8,621,136 for the twelve-month period ending October 2025 which increased 4.3% from the total passengers from the previous twelve-month period. The largest passenger carriers were Jet Blue, Delta, American Airlines, United, and Southwest. Other larger carriers included Breeze Aviation, Frontier, Spirit, Allegiant, Avelo, and BahamasAir.

The Port of Palm Beach is located due west of the Lake Worth inlet in Riviera Beach. The Port of Palm Beach is the fourth busiest container port of Florida's 14 deepwater ports, and is the 18th busiest container port in the United States. The Port handles a variety of incoming and outgoing cargo including agricultural products, general cargo, oil and cement, and cruise line passengers. The Port of Palm Beach and its tenants combine to become one of the largest employers in Palm Beach County with many exports supporting the Caribbean. A Foreign Trade Zone has been in operation since 1987.

Economic Drivers

Population growth through in-migration is one of the primary economic drivers in the county. The county's year-round population was 1,320,124 in 2010. Projected population estimates are expected to continue to increase. The estimated population for Palm Beach County in April 2025 was 1,556,161. The medium projected estimate for 2030 is 1,643,400. The following page provides a breakdown of population estimates by municipality.

Area	April 1, 2025	August 1, 2024
	Population Estimate	Population Estimate
Palm Beach County	1,556,161	1,545,905
Atlantis	2,138	2,135
Belle Glade	17,542	17,468
Boca Raton	100,897	100,560
Boynton Beach	82,937	82,393
Briny Breezes	494	498
Cloud Lake	139	137
Delray Beach	69,038	68,096
Glen Ridge	216	214
Golf	284	287
Greenacres	45,403	45,439
Gulf Stream	957	956
Haverhill	2,274	2,188
Highland Beach	4,279	4,287
Hypoluxo	2,670	2,672
Juno Beach	3,895	3,871
Jupiter	61,246	61,215
Jupiter Inlet Colony	410	412
Lake Clarke Shores	3,547	3,545
Lake Park	9,174	9,014
Lake Worth Beach	43,596	43,472
Lantana	12,248	12,239
Loxahatchee Groves	3,384	3,374
Manalapan	412	416
Mangonia Park	2,530	2,511
North Palm Beach	13,111	13,101
Ocean Ridge	1,819	1,810
Pahokee	5,612	5,666
Palm Beach	9,191	9,212
Palm Beach Gardens	64,547	62,469
Palm Beach Shores	1,295	1,283
Palm Springs	27,928	27,312
Riviera Beach	39,644	39,390
Royal Palm Beach	41,165	40,430
South Bay	4,982	4,984
South Palm Beach	1,466	1,465
Tequesta	6,116	6,093
Wellington	61,836	61,794
Westlake	6,685	6,419
West Palm Beach	126,944	125,401
UNINCORPORATED	674,110	671,677

Sources: 2025, 2024 US Census and Office of Economic and Demographic Research

Construction

Net absorption of the Palm Beach Office market turned positive in Q3 2025 (59,300 SF) being driven to Class A space. Construction activity remains strong highlighted by Sundry Village (99,200 SF) and additional 1,109,700 square feet still under construction in the county. Class A properties led the way with 96,700 square feet of positive absorption in Q3 and 253,400 square feet year-to-date. In contrast, Class B properties posted 37,400 square feet of negative absorption in Q3, and a cumulative loss of 211,100 square feet year-to-date. Sublease availability in Palm Beach County declined to 2.3% in Q3 2025. Source: CBRE - OFFICE Q3 2025.

Palm Beach's industrial market is facing supply pressure at the end of 2025 and leasing activity has slowed due to softer retail spending and ongoing tariff uncertainty. Year-to-date leasing is down nearly 500,000 square feet from the same period last year. However, early indications suggest the market could be strengthening. Niagara Bottling has secured 183,029 square feet at Palm Beach Park of Commerce, Building 1 driving absorption in the submarket which recorded the highest quarterly and year-to-date totals across the market. There is nearly 1.5 million square feet of industrial space under construction primarily across two submarkets, Boynton Beach and Delray Beach. Notable projects underway include Logistics Center at Delray (200,000 SF) and The District (474,000 SF). Source: CBRE Industrial 3Q 2025.

Palm Beach County remained a tight retail market at Q2, 2025, with an overall vacancy rate of 4.0%. At the same time, an availability rate of just 4.7% underscores the ongoing shortage of quality retail space across the county. Construction activity remained limited in 2025, with just over 140,000 square feet of new projects breaking ground in 2025. North County continued to lead all new developments, accounting for 95.0% of upcoming inventory reflecting both the migration of companies and high-income residents and the scarcity of developable land in the South County. Leasing activity increased 29.2% compared to the same period last year. However, a wave of vacancies led to net occupancy losses of 276,871 square feet. This recent trend, combined with a limited pipeline of new supply, suggests that absorption could remain modest through the end of 2025. Source: Cushman & Wakefield Retail Q2 2025.

The 2024 single family residential building permit activity reflects the highest numbers in Westlake, West Palm Beach, Palm Beach Gardens, Boca Raton, Delray Beach and unincorporated areas of the county. Multi-family building activity is concentrated in West Palm Beach, Delray Beach, Royal Palm Beach, Pahokee, and unincorporated areas of the county. For 2024, there were 2,629 building permits for single family units and 1,373 building permits for multiple family dwelling units, with a total units' value of \$1,466,570,085. The building permit value decreased 15% from the previous year. Other new public and private construction projects in all sectors are ongoing in the county. For 2Q 2025, there are 706 building permits for single family units and 488 building permits for multiple family dwelling units. Source: Palm Beach County Planning & Zoning.

Health Care

Health care is one of Florida's fastest growing service sectors, employing over 500,000 of the state's service workers and generating almost \$1.3 billion dollars in payrolls. Approximately 35,000 health care practitioners and workers are employed in Palm Beach County.

Palm Beach County has several acute-care hospitals including the regional Veterans Administration Medical Center. Included are two trauma centers - one at Delray Medical Center in Delray Beach, and the other at St. Mary's Medical Center in West Palm Beach.

There are numerous nursing homes available in Palm Beach County. In addition, there are Urgent Care Centers, Hospices, Public Health Clinics, Treatment Centers, and Adult Living Facilities to serve the needs of the growing population.

Tourism

Palm Beach County is one of Florida's major destinations for business and leisure travelers, according to thePalmBeaches.com. The county visitor industry employs more than 90,000 people and contributes more than \$10.5 billion annually to the economy. There were 10.6 million visitors during the county's recently completed fiscal year, which occurred from October 1, 2024, through September 30, 2025 up from the previous record of 9.6 million visitors in the last fiscal year and reflects an estimated economic impact of \$11.3 billion, reinforcing the region's reputation as Florida's premier destination for leisure, wellness, sports, cultural, and business travel in the tri-county area. Thanksgiving kicked off the destination's "high season," with many travelers coming to The Palm Beaches.

Hotel room night revenue also surged, reaching \$1.32 billion, an 11.6% increase year-over-year (2024 to 2025) making Palm Beach County ranked second in the state, behind only Tampa Bay/Hillsborough County, and reflects strong demand across leisure, group and wellness segments. Palm Beach County's revenue per available hotel room, or RevPAR, outpaced the state during the last fiscal year. The county's revenue was \$188 per available room, compared to \$134 for the state. The \$188 RevPAR figure also is up nearly 11% from the prior year's \$170 figure according to thePalmBeaches.com. Notably, Palm Beach County hotels saw a 17% surge in RevPAR in January 2025, nicknamed the "Trump bump," according to data from CoStar 1Q 2025.

Agriculture

Commercial agricultural production is one of Palm Beach County's major core industries and employer. Two major crops in Palm Beach County are sugar and citrus. Agricultural production is expected to remain a vital segment of the Palm Beach County economy however, coastal farmland acreage is gradually declining as urbanization spreads westward.

In addition, Palm Beach County's Equestrian community is one of the country's premier locations for polo, jumpers, and dressage. Additionally, there is an extensive private recreational horse population.

Employment

An analysis of workforce and demographic characteristics, including commuting patterns of Palm Beach County was conducted to provide economic data on the population and labor force living or working in the county. A detailed examination of commuting patterns for Palm Beach County shows that the county has a net inflow of 24,303 workers with approximately 32.0% of workers who reside in Palm Beach County employed outside the county. Palm Beach County was ranked 61 of 67 for the highest outflow rankings among Florida counties. Of the 173,031 Palm Beach County workers employed outside the county, the top destination counties are Broward County (76,116 workers) and Miami-Dade County (31,281 workers). Of the 197,334 Palm Beach County workers living outside the county, the top origin counties are Broward County (70,988 workers), Miami-Dade County (29,394 workers), and St. Lucie County (16,348 workers). Source: Florida Department of Economic Opportunity

Unemployment was 4.4% as of August 2025 up from 3.8% in August 2024 with a labor force of 782,056 in August 2025 up from 781,591 in August 2024.

According to the Business Development Board of Palm Beach County, the Top Employers for 2024-2025 are listed below.

GOODS PRODUCING

Palm Beach County boasts some of the finest manufacturers in the world. Their presence is a strong indication of the county's ability to support industry. Although the county has a variety of producers, there are distinct industry clusters. The most prevalent are: communications & information technology; aerospace & engineering; agriculture & food processing; business & financials services and life sciences, including medical & pharmaceutical products. Many of the country's industrial employers are competing on a worldwide basis with products sold in the international market. Below is a list of some of the largest quality companies that have chosen Palm Beach County as a business location.

COMPANY	APPROX. EMPLOYEES	PRODUCT	LOCATION
Florida Crystals Corporation (Headquarters)	2,000*	Agriculture	West Palm Beach
Pratt & Whitney, an RTX company	2,000	Aerospace Engineering	West Palm Beach
U.S. Sugar	1,300*	Agriculture	Belle Glade
Lockheed Martin and Sikorsky, a Lockheed Martin Company	1,052	Aerospace Engineering & Helicopters	Riviera Beach West Palm Beach
Cheney Brothers	1,050*	Food Distribution	Riviera Beach
TBC Corporation (Headquarters)	870*	Tire Distribution	Palm Beach Gardens
ZimVie Dental & Spine	854*	Dental Implants	Palm Beach Gardens
Johnson Controls	741*	Security System Manufacturing	Boca Raton/West Palm Beach
Walgreens Distribution	600*	Pharmaceutical Distribution	Jupiter
IBM Corp.	600*	Electronics R&D	Boca Raton
Sugar Cane Growers Cooperative	550	Agriculture	Belle Glade
Aerojet Rocketdyne, an L3Harris Technologies Company	510	Aerospace Engineering	West Palm Beach
ADT Security Services (Headquarters)	500*	Security System Manufacturing	Boca Raton/West Palm Beach
Belcan Engineering Group, LLC	396	Aerospace Engineering	Palm Beach Gardens
PSM a Hanwha Company	380	Turbine Parts Manufacturing	Jupiter
US Foods	374*	Food Distribution	Boca Raton
Newell Brands – Appliances and Cookware Division (Headquarters)	350*	Small Appliance Manufacturing	Boca Raton

SERVICE PROVIDING

Service companies, both public and private, large and small, support the area's residents and businesses. There are roughly 65,572 companies in Palm Beach County that supply products and services. In the services producing sector of the economy, a strong cluster of companies is found in business and financial services. This cluster represents more than 25,914 companies. Below is a list of just a few of the major service-oriented employers in Palm Beach County

COMPANY	APPROX. EMPLOYEES	PRODUCT	LOCATION
Palm Beach County School District	22,218	Education	County Wide
Florida Atlantic University	6,335	Higher Education	Boca Raton
Palm Beach County Board of County Commissioners	5,873	County Government	West Palm Beach
Tenet Coastal Division Palm Beach County	5,734*	Health Care	Countywide
NextEra Energy, Inc. - the parent company of FPL (Headquarters)	5,598	Utilities	Juno Beach
Baptist Health South Florida	3,135*	Health Care	Boynton Beach/Boca
Veterans Health Administration	2,948	Health Care	West Palm Beach
HCA Florida Healthcare	2,612	Health Care	Countywide
Jupiter Medical Center	2,540	Health Care	Jupiter
The Breakers Palm Beach	2,300	Hotel	Palm Beach
Office Depot (Headquarters)	2,000*	Office Supplies	Boca Raton
City of Boca Raton	1,810*	City Government	Boca Raton
City of West Palm Beach	1,725	City Government	West Palm Beach
Allied Universal Security Services (Headquarters)	1,451*	Security Services	Jupiter
South Florida Water Management District	1,371*	Regional Government	Countywide
Wellington Regional Medical Center	1,360	Health Care	Wellington
Palm Beach State College	1,157	Higher Education	Lake Worth
Bank of America	1,000	Banking	Countywide
Wells Fargo & Company	945*	Financial Services	Countywide
NCCI (Headquarters)	800*	Insurance Actuarial	Boca Raton

Residential

PALM BEACH COUNTY MARKET SNAPSHOT

Single Family Homes	2025	2024	% Change
Closed Sales	1,253	1,052	19.1%
Paid in Cash	510	429	18.9%
Median Sale Price	\$643,000	\$621,500	3.5%
Original List Price Received	93.5%	94.0%	-0.5%
Median Days to Contract	51	45	13.3%
Inventory (Active Listings)	5,770	5,568	3.6%
Months Supply of Inventory	5.1	5.0	2.0%

Townhouses/Condos	2025	2024	% Change
Closed Sales	768	742	3.5%
Paid in Cash	430	428	0.5%
Median Sale Price	\$315,000	\$305,000	3.3%
Original List Price Received	91.4%	93.8%	-2.6%
Median Days to Contract	72	52	38.5%
Inventory (Active Listings)	7,135	6,848	4.2%
Months Supply of Inventory	9.1	8.0	13.8%



OCTOBER

Over the past several years, the real estate market had been trending upward with sales prices and rental rates increasing and vacancy rates declining. However, certain market segments appear to have stabilized or softened as a result of higher interest rates, and there continues to be uncertainty in the economy as a result of covid variants, inflation pressures, higher interest rates, supply chain shortages, and additional uncertainty with the new trade tariffs and the recent federal government shutdown. The long-term effects on the Palm Beach County market have yet to be determined.

AREA/NEIGHBORHOOD ANALYSIS

The Subject is located in the Loxahatchee Groves area of a rural area of Palm Beach County, Florida. The surrounding communities include unincorporated western Palm Beach County area (Acreage), the Town of Royal Palm Beach, the City of Westlake, and the Village of Wellington. The Town of Loxahatchee Groves is located just west of Royal Palm Beach and north of Wellington. The neighborhood boundaries are roughly Northlake Boulevard to the north, Southern Boulevard to the south and west, and State Road 7 to the east.

The Town of Loxahatchee Groves became a municipality in 2006 to maintain their rural residential flavor during continued expanding in the western area of Palm Beach County. The majority of the Town is zoned agricultural / residential with some commercial and multiple use zoned properties concentrated along the southern boundary of the Town along Southern Boulevard. The town borders the newly established City of Westlake to the north. The surrounding communities of Wellington, Loxahatchee, Royal Palm Beach, and a large unincorporated area have had exponential growth over the last ten years. The Subject's larger western neighborhood area primarily dominated by single family residences is anticipated to continue with redevelopment to include more types of commercial businesses and public services to support the needs of the growing population.

Primary roadways in the area consist of Northlake Boulevard, Okeechobee Boulevard, Forest Hill Boulevard, Southern Boulevard, State Road 7, the Florida Turnpike, Seminole-Pratt Whitney Road, and the Bee Line Highway (SR 710). Access to the Florida Turnpike is at Okeechobee Boulevard, Southern Boulevard or the Bee Line Highway. Access to I-95 is available on Northlake Boulevard, Okeechobee Boulevard, Southern Boulevard or Forest Hill. Southern Boulevard is a primary east/west artery that serves Palm Beach County from West Palm Beach to the western communities of Belle Glade, Pahokee, and South Bay.

The Village of Wellington which is a world-renowned equestrian location. Palm Beach International Equestrian Center (PBIEC) in the Wellington area is considered the most recognizable equestrian sporting venue in the United States. It encompasses a total of 500 acres. PBIEC has two core facilities, the Main Grounds and Equestrian Village, which collectively contain over 18 competition arenas, a derby field and one of the largest covered arenas in the world. Both show grounds are operated from August through June at PBIEC, including the Winter Equestrian Festival, a five-week Spring series, an eight-week Summer series, a seven week Fall series, and a seven-week Holiday series. The Winter Equestrian Festival (WEF) is the largest and longest-running circuit in horse sport.

The International Polo Club Palm Beach is the premier polo destination in the world, hosting the largest field of high-goal teams and the most prestigious polo tournaments in the United States. Polo enthusiasts visit each winter season to enjoy their love of the sport in the most prominent and well-equipped polo facility. Polo matches are open to the public, with a wide range of hospitality and guest seating that includes elegant grandstand viewing, field tailgating, stadium seating, field-side champagne brunch at The Pavilion, and exclusive sponsor boxes.

AREA/NEIGHBORHOOD (CONT'D)

Medical facilities in the Subject's area include the Palms West Hospital on Southern Boulevard and the Wellington Regional Medical Center located at the northeast corner of Forest Hill Boulevard and State Road 7.

Shopping is adequate, with many community shopping centers in Royal Palm Beach, West Palm Beach, and Wellington, including the regional Mall at Wellington Green, located at the southwest corner of State Road 7 and Forest Hill Boulevard. The 130 acres surrounding the mall features 650,000 square feet of mixed-use development.

Palm Beach State College's western campus is on a 75-acre tract located at the northwest quadrant of Southern Boulevard and "B" Road constructed in 2017 and located in Loxahatchee Groves.

In addition to the commercial development planned for the area, there are several large sale residential developments that have been approved and/or are currently under construction;

Westlake is a municipality (2016) located on the former Callery Judge grove north of Okeechobee Boulevard on the east and west sides of Seminole Pratt-Whitney Road. A comprehensive master plan was developed in 2018 for the community to support the growing population. The plan incorporates approximately 4,546 homes and 2.2 million square feet of non-residential development along both sides of Seminole Pratt-Whitney Road.

Arden is a 1,209 acre development located along the north side of Southern Boulevard. The project is a 2,000 single family residential community and features a 176 acre lake, 20 miles of trails and green space, community farm, recreation fields, and clubhouse with pool and fitness.

Avenir is a development located north of Northlake Boulevard in northwest Palm Beach County. The project encompasses 7.4 square miles approved for 3,985 residential units. In addition to the residential community, the project includes 1.8 million square feet of professional office space, 200,000 square feet of medical office space, a hotel, and 300,000 square feet of commercial space.

Indian Trails Grove consists of 4,900 acres located west of 180th Avenue N. and south of Hamlin Road. This is a large-scale project was approved for approximately 3,900 residential units and 350,000 square feet of commercial space. Construction has not started. Indian Trail Improvement District is considering becoming a municipality and anticipates including this project and the larger unincorporated area known as the Acreage.

AREA/NEIGHBORHOOD (CONT'D)

Residential data from MLS is shown below;

Local Market Update – October 2025



Loxahatchee Groves

Single Family Key Metrics	October			Year to Date		
	2024	2025	% Change	10-2024	10-2025	% Change
Closed Sales	30	32	+ 6.7%	209	302	+ 1.0%
Median Sales Price*	\$672,429	\$708,500	+ 5.4%	\$700,000	\$695,348	- 0.7%
Average Sales Price*	\$709,489	\$779,173	+ 9.8%	\$765,525	\$801,385	+ 4.7%
Dollar Volume	\$21,284,656	\$24,933,533	+ 17.1%	\$228,891,897	\$242,018,413	+ 5.7%
Percent of Original List Price Received*	93.7%	92.5%	- 1.3%	94.3%	93.0%	- 1.4%
Median Time to Contract	59	90	+ 52.5%	52	70	+ 34.6%
Pending Sales	25	32	+ 28.0%	301	337	+ 12.0%
New Listings	43	49	+ 14.0%	504	516	+ 2.4%
Inventory of Homes for Sale	154	142	- 7.8%	—	—	—
Months Supply of Inventory	5.4	4.5	- 16.7%	—	—	—

Townhouse/Condo Key Metrics	October			Year to Date		
	2024	2025	% Change	10-2024	10-2025	% Change
Closed Sales	5	3	- 40.0%	31	31	0.0%
Median Sales Price*	\$521,000	\$558,230	+ 7.1%	\$529,900	\$530,000	+ 0.0%
Average Sales Price*	\$547,254	\$547,257	+ 0.0%	\$544,823	\$537,008	- 1.4%
Dollar Volume	\$2,736,270	\$1,641,770	- 40.0%	\$16,889,515	\$16,647,248	- 1.4%
Percent of Original List Price Received*	94.1%	97.2%	+ 3.3%	96.3%	95.0%	- 1.3%
Median Time to Contract	25	12	- 52.0%	31	16	- 48.4%
Pending Sales	4	2	- 50.0%	28	36	+ 28.6%
New Listings	6	4	- 33.3%	34	51	+ 50.0%
Inventory of Homes for Sale	3	10	+ 233.3%	—	—	—
Months Supply of Inventory	1.2	2.8	+ 133.3%	—	—	—

* Does not account for seller concessions. Percent change may be extreme due to small sample size. Dash (-) means no activity to report on for specified time period.

Conclusion

In summary, the immediate neighborhood should retain its rural characteristics but the greater surrounding area is anticipated to continue to develop over the next several years. Interest in the area should remain high with the large scale residential projects planned or under construction in the area. With the development of these projects, new commercial uses are anticipated to follow the growing residential base.



AERIAL

DESCRIPTION OF REAL ESTATE APPRAISED (PARENT TRACT)

SIZE AND SHAPE

The Parent Tract consists of a rectangular shaped 20.0-acre parcel located on the west side of E Road, south of Okeechobee Boulevard in Loxahatchee Groves. According to the owner-provided survey, the approximate dimensions for the Parent Tract are 674.17' x 1,292.29'. The dimensions for the Conservation Easement area, as indicated by the survey included within the recorded document, are approximately 200' x 462' feet, and the size is estimated at 92,400 square feet or 2.12 acres.

LOCATION AND ACCESSIBILITY

The Subject Parent Tract is located on the west side of E Road, approximately 5,000 feet north of Southern Boulevard (SR 80) in Loxahatchee Groves. E Road is a north/south roadway connecting to east/west roadways Southern Boulevard to the south and Okeechobee Boulevard to the north. Currently, there is no access to the Subject Property, and the owner has been accessing the site through the adjacent property to the west. To establish legal access, an access drive / culvert will have to be constructed over the canal adjacent to and west of E Road. The approximate cost will likely cost in the range of \$125,000 to \$150,000, but the exact cost cannot be determined without obtaining several quotes from local contractors which can often vary significantly.

ENVIRONMENTAL ISSUES

We are not experts nor do we claim to be experts in the field of environmental contamination. Based on our inspection of the site, no evidence of contamination was noted. We were not supplied with an environmental survey of the property. We have appraised the site assuming no significant contamination exists. However, the client should be aware that the Parent Tract was used for agricultural purposes, and pesticide and other chemicals and petroleum products are often used in the agricultural production process.

PUBLIC UTILITIES

This site area is serviced with well and septic systems. Electrical service is provided by Florida Power & Light and various private contractors provide communication services. All other municipal services are also available to the site provided by Palm Beach County.

EASEMENTS, ENCROACHMENTS OR RESTRICTIONS

A survey was provided by the owner that included the Parent Tract as well as the adjacent property to the west. Based on an inspection of the property, there do not appear to be any adverse easements or encroachments except the recorded Conservation Easement containing 92,400 square feet of 2.12 acres. A current survey would be recommended to verify the existence of any other potential adverse easements or encroachments. I have assumed no adverse easements or encroachments exist.

SITE DATA (CONT'D)

ZONING / LAND USE

The Subject site is zoned AR, Agricultural Residential by the Town of Loxahatchee Groves. This district allows for single family residences, agricultural related uses including equestrian uses etc. The land use designation is RR-5, and the maximum allowable density for this zoning and land use designation is one unit per five acres. For more details on this zoning refer to the addenda.

CONCURRENCY

In 1985, the Florida Legislature enacted the Local Government Comprehensive Planning and Land Development Regional Act (Chapter 163, Part II, Florida Statutes), commonly referred to as the "Growth Management Act". Pursuant to Section 163.3177 (10) (h), F.S., "it is the intent of the Legislature that public facilities and services needed to support development shall be available concurrent with the impacts of such development." From this statement, the term, the term "concurrency" was derived, and is commonly used to refer to the above legislation and its requirements. The basis of the concurrency concept is Rule 9J-5.0055 of the Florida Administrative Code.

In 2011 the "Community Planning Act" was passed as HB 7207. This legislation significantly limits the role of state agencies and giving greater autonomy to local municipalities in regards to concurrency issues. It revises or removes some of the key hurdles for many development projects, including demonstrated "need" and state-mandated concurrency for transportation, schools, and parks and recreation facilities. The Act also incorporates substantial changes to Chapter 380 that should result in fewer projects being required to go through the Development of Regional Impact (DRI) process.

Municipalities are encouraged to continue to follow professional guidelines on concurrency issues to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. Many of the basic requirements and features of the current law will remain, but the changes will provide opportunities for existing, pending and new development projects and will allow local governments more flexibility and control at the local level.

We have assumed concurrency will not restrict developing the Subject Property to its Highest and Best Use if the site were vacant.

CENSUS TRACT

The site is located in Census Tract 0078.51. The 2025 estimated population for this tract is 4,087. The 2025 estimated Median Family Income for this tract is \$132,315. The total housing units are 1,430 with 1,001 units being owner occupied, 209 being renter occupied, and 220 vacant. Median housing age is 34 years.

SITE DATA (CONT'D)

FLOOD ZONE

The site lies within Flood Zones "AE" and "X", Community Map Panel #12099C0534F, dated October 5, 2017. A Flood Zone "AE" classification typically requires flood insurance, while an "X" Flood Zone classification typically does not require flood insurance.



<p>PIN</p> <ul style="list-style-type: none"> Approximate location based on user input and does not represent an authoritative property location <p>MAP PANELS</p> <ul style="list-style-type: none"> Selected Floodmap Boundary Digital Data Available No Digital Data Available Unmapped <p>OTHER AREAS</p> <ul style="list-style-type: none"> Area of Minimal Flood Hazard Zone X Effective LOMRs Area of undetermined Flood Hazard Zone D Otherwise Protected Area Coastal Barrier Resource System Area 	<p>SPECIAL FLOOD HAZARD AREAS</p> <ul style="list-style-type: none"> Without Base Flood Elevation (BFE) Zone A, V, AH With BFE or Depth Regulatory Floodway Zone AE, AO, AH, VE, AR <p>OTHER AREAS OF FLOOD HAZARD</p> <ul style="list-style-type: none"> 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes, Zone X Area with Flood Risk due to Levee Zone D 	<p>OTHER FEATURES</p> <ul style="list-style-type: none"> 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation 17.5 Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature <p>GENERAL STRUCTURES</p> <ul style="list-style-type: none"> Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

FLOOD MAP

SITE DATA (CONT'D)

ASSESSED VALUATION AND TAXES

The 2025 real estate taxes are as follows:

Folio #41-41-43-17-01-447-0010

Market Land Value: \$1,559,750

Assessed Value: \$178,000

Taxable Value: \$178,000

Taxes: \$7,875

The 2025 taxes have been paid. According to the Public Records, there are no prior year's delinquent taxes noted. As long as ownership of the property remains the same, the maximum annual increase in the Assessed Value is 10% for non-homesteaded properties and 3% for homesteaded properties.

IMPROVEMENTS

The Subject Parent Tract is currently a cleared vacant site but has not been leveled and had previously been used for agricultural purposes. The Conservation Easement area was heavily treed and covered in vegetation but appears to have been cleared in 2014 – 2015 when the remaining agricultural area was cleared.

HIGHEST AND BEST USE

Highest and Best Use is defined by The Appraisal Institute in the publication Real Estate Appraisal Terminology as follows (abbreviated):

Highest and Best Use: *That reasonable and probable use that will support the present value as of the effective date of the appraisal. Alternatively, that use, from among the reasonable, probable, and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value.*

A proper analysis of the Highest and Best Use of a site is to examine each segment of the definition.

AS VACANT

The Parent Tract is located in Loxahatchee Groves. Given the surrounding land uses in the area which are primarily residential/equestrian or agricultural related uses and the Subject's proximity to Wellington's renowned equestrian community, the most reasonable and probable use for the site would be a residential/equestrian related development. Interest in the Loxahatchee Groves area has increased over the past several years because it is close to the World Renown Wellington Equestrian area, but land in Loxahatchee Groves is currently priced significantly lower than in Wellington. The Loxahatchee Groves area is continuing to transition from an agricultural/nursery area to more equestrian and residential in nature.

The site is zoned AR, Agricultural Residential by the Town of Loxahatchee Groves. The size of the site at 20.0 acres and the rectangular shape of the site are adequate for a residential/equestrian related use. Given the zoning and land use designation, the Parent Tract could be subdivided into four – five acre lots. We are not aware of any unusual physical characteristics associated with the site that would prohibit development of the site with the exception of the Conservation Easement.

The last and perhaps the most important segment of the highest and best use definition is that the use must be appropriately supported and financially feasible. Most properties within the size range of the Parent Tract have been purchased or developed by users with the exception of a few that have been subdivided into smaller five acre lots to be sold off separately. For an owner/user development, feasibility is typically based upon the utility the property will have for the buyer's particular use and not based upon the resale or income potential of the property.

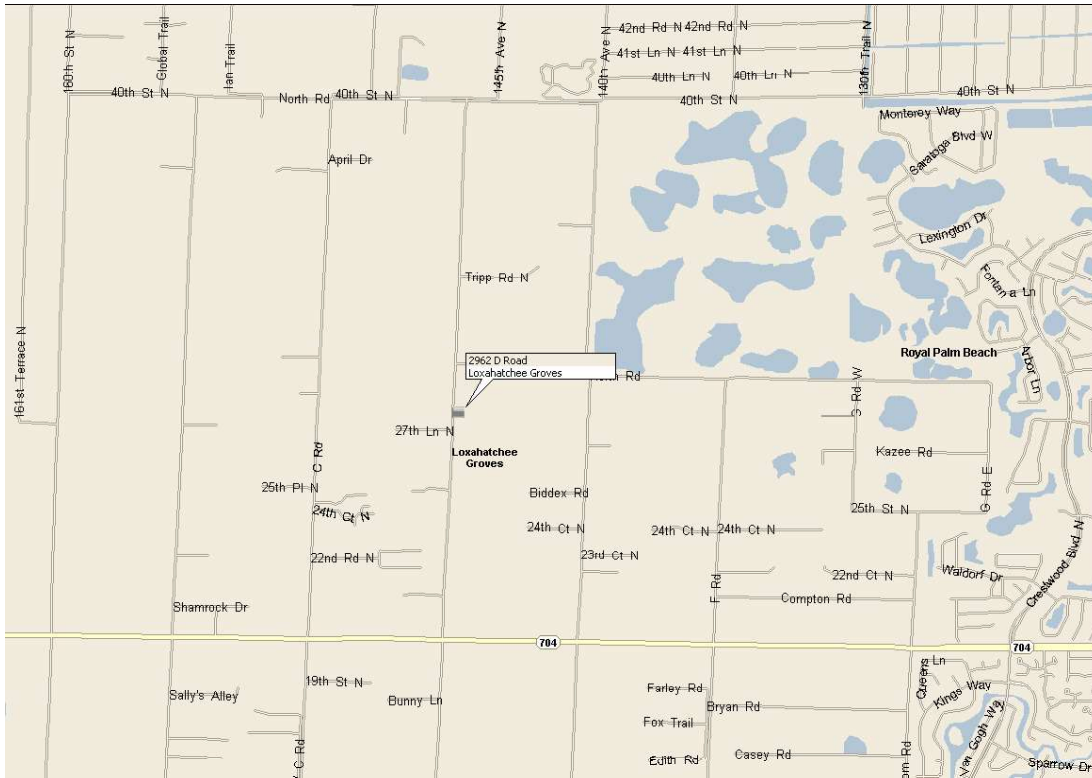
Conclusion As Vacant

Based on our analysis, the Highest and Best Use for the 20.0-acre site is a residential/equestrian related use.

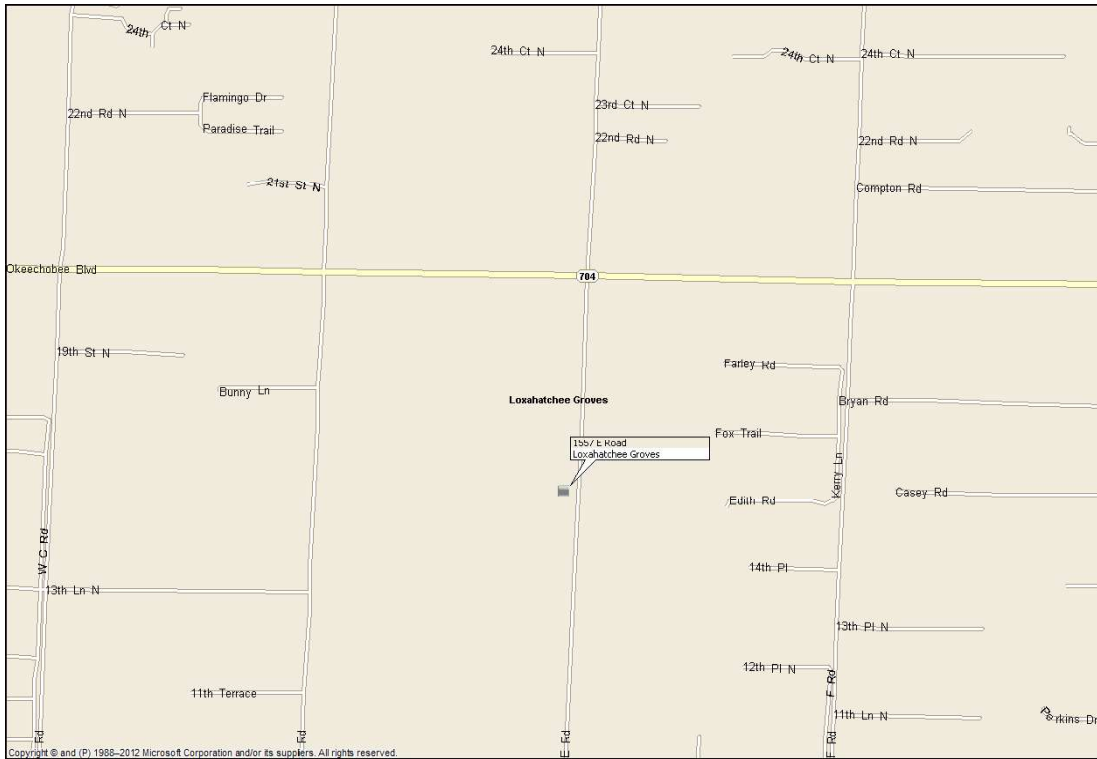
VALUATION METHODS

In estimating the market value of the Subject Property, one of the three Approaches to Value – Sales Comparison Approach was utilized and analyzed.

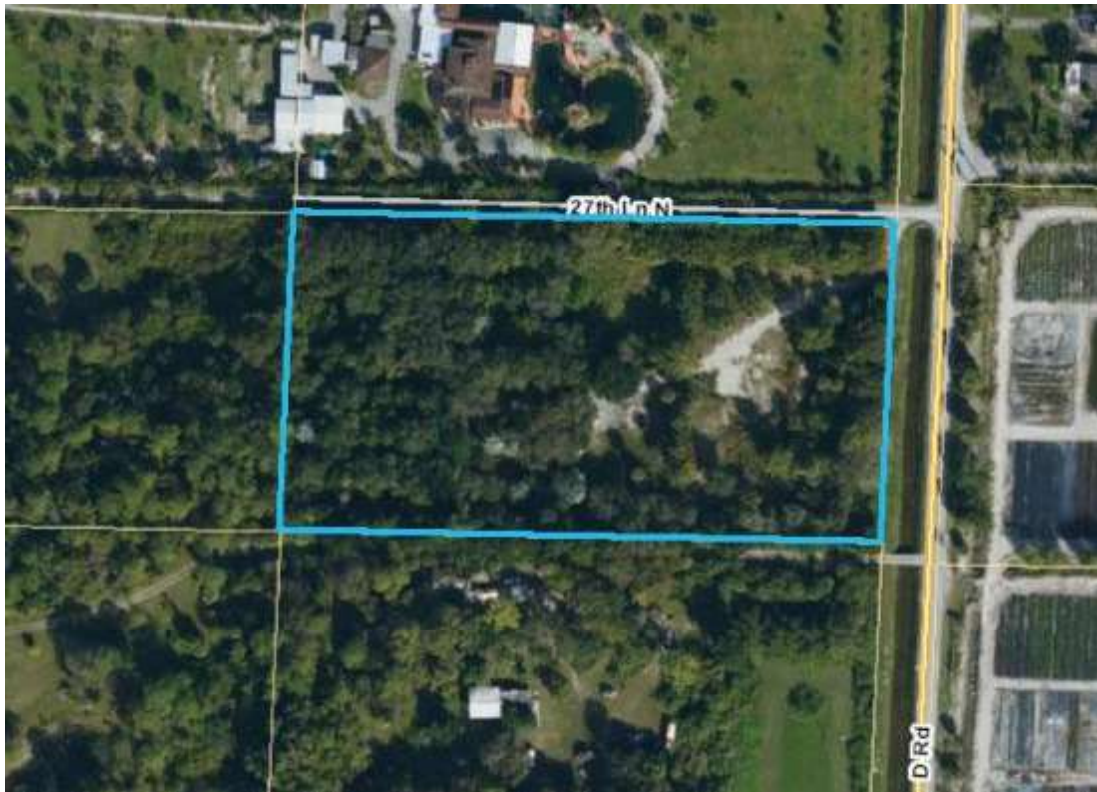
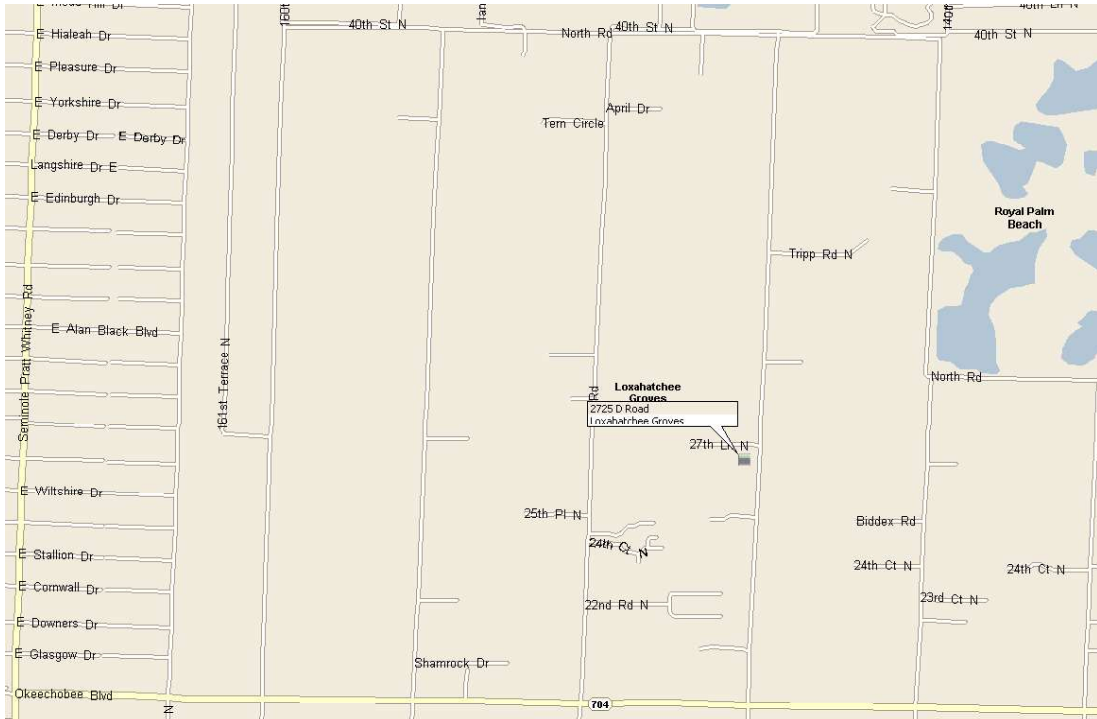
SALES COMPARISON APPROACH - The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.



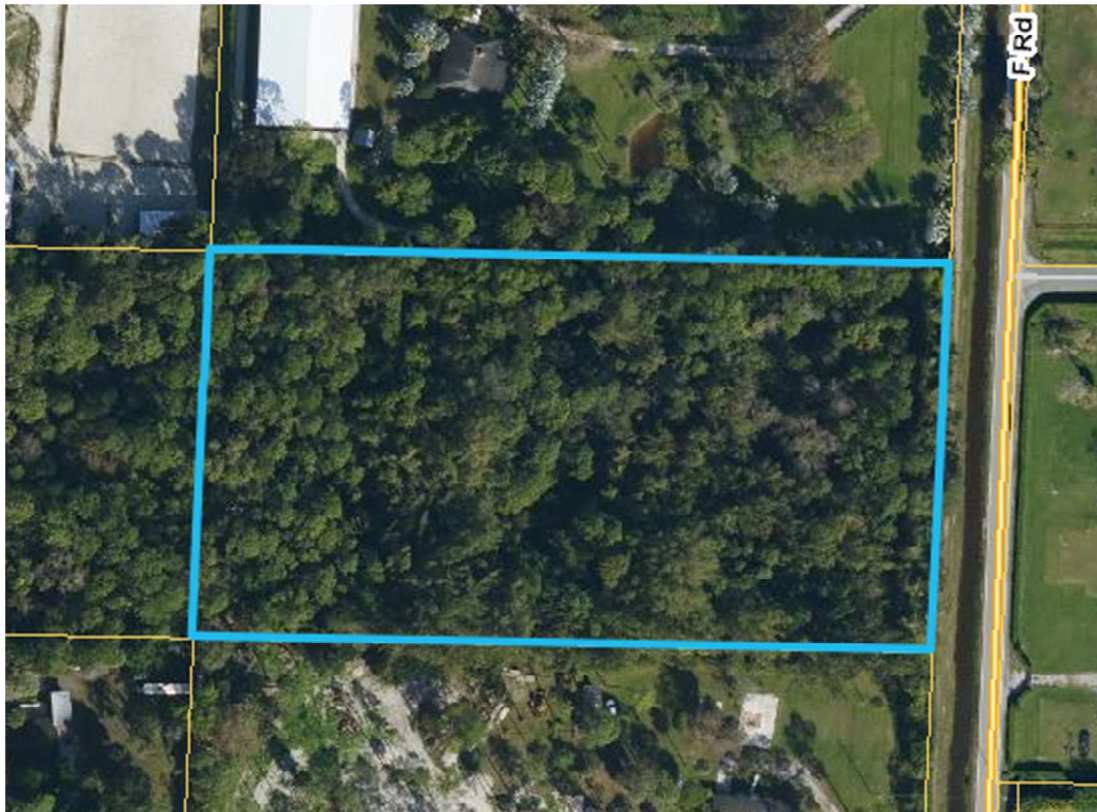
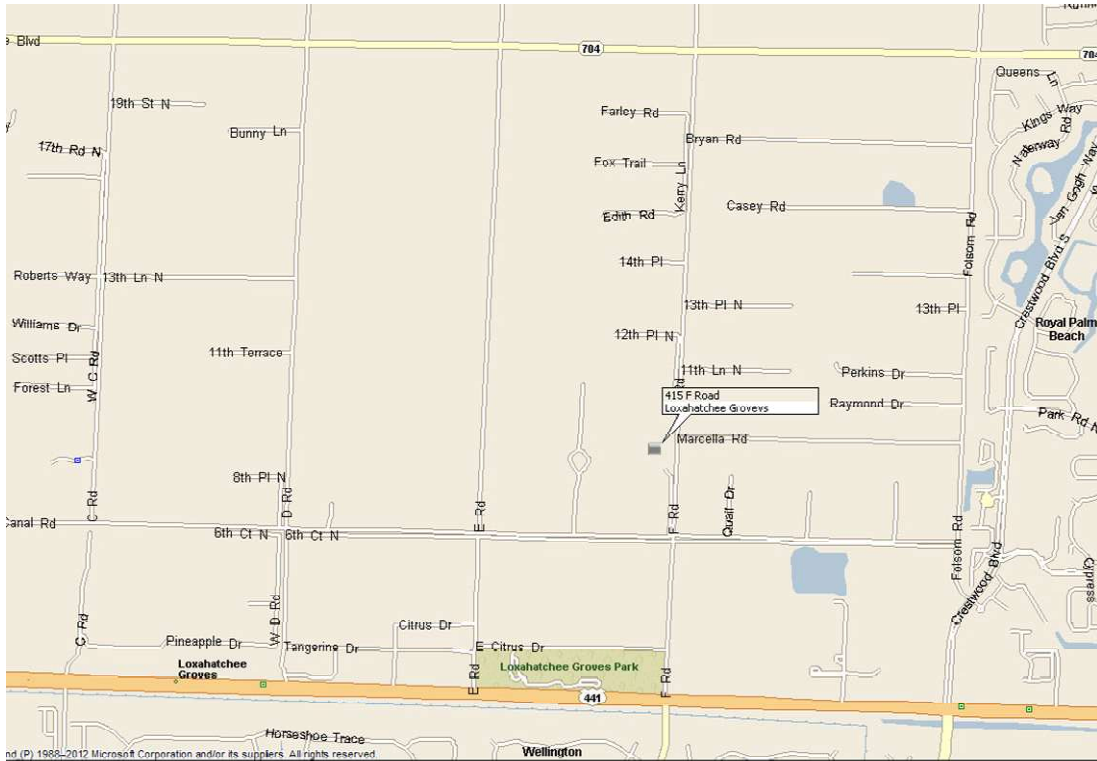
SALE #1



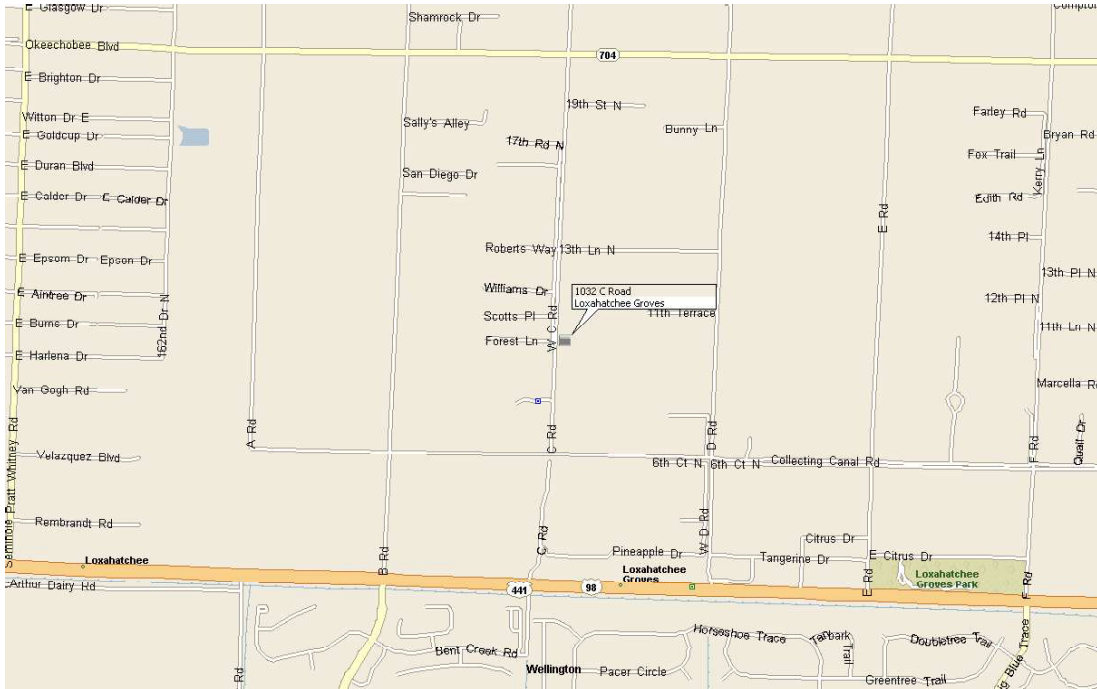
SALE #2



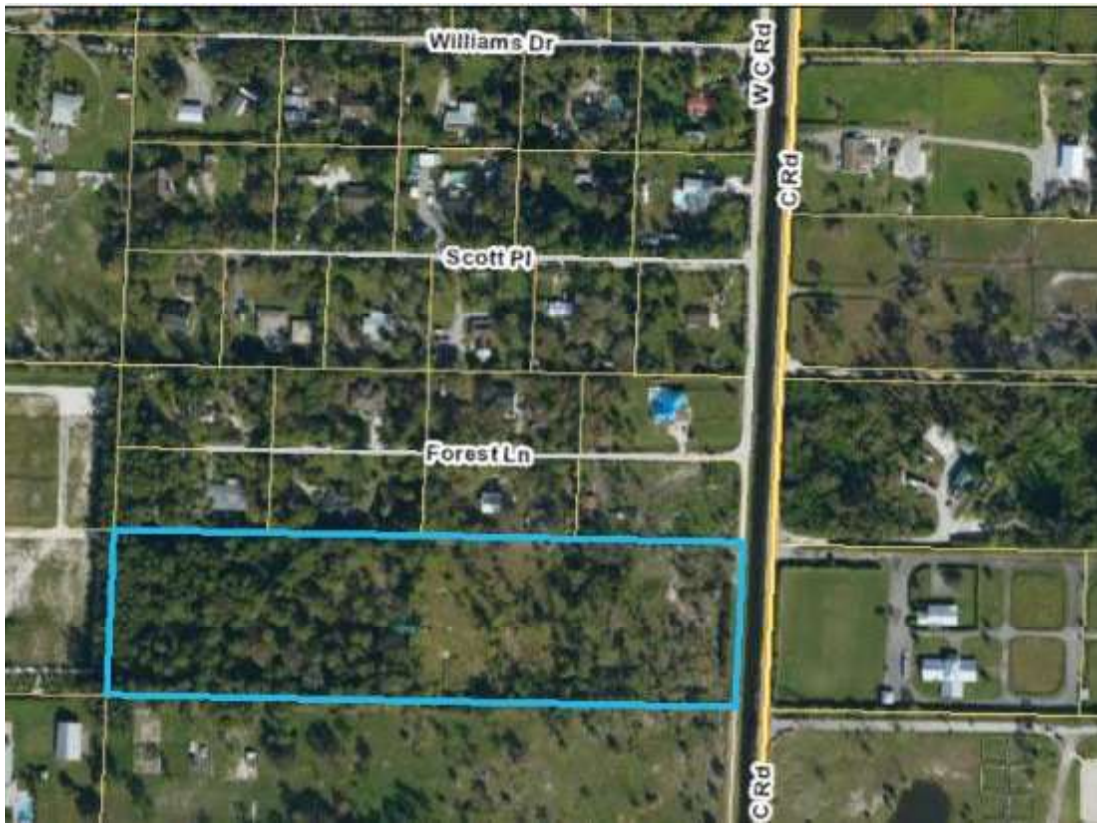
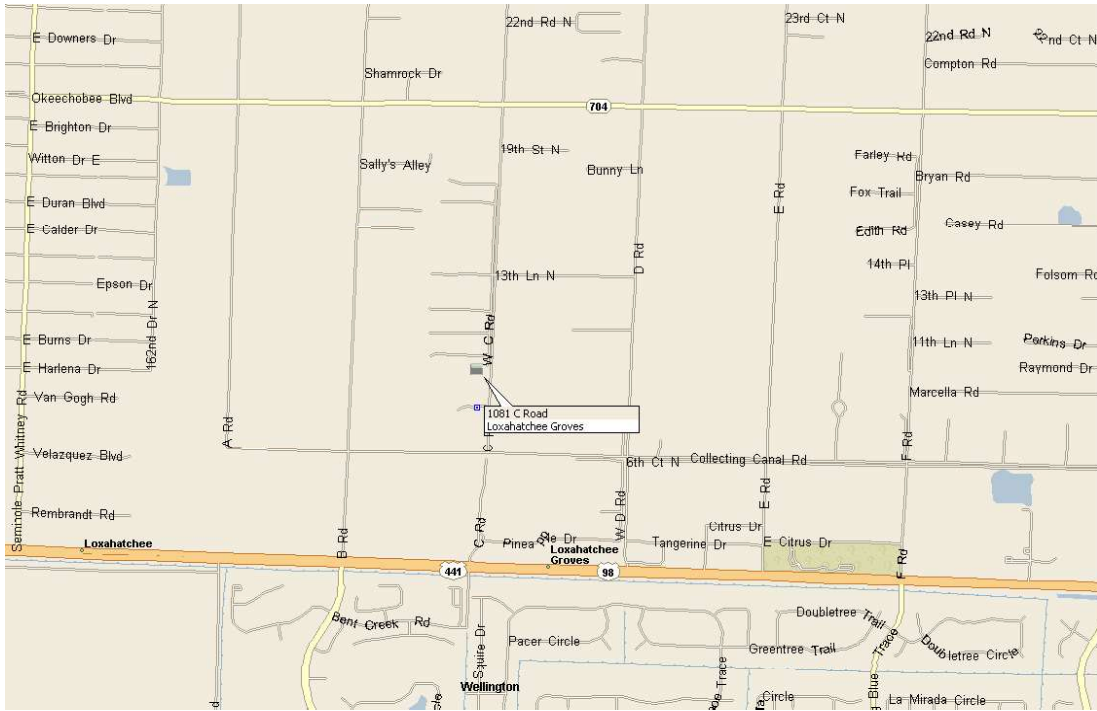
SALE #3



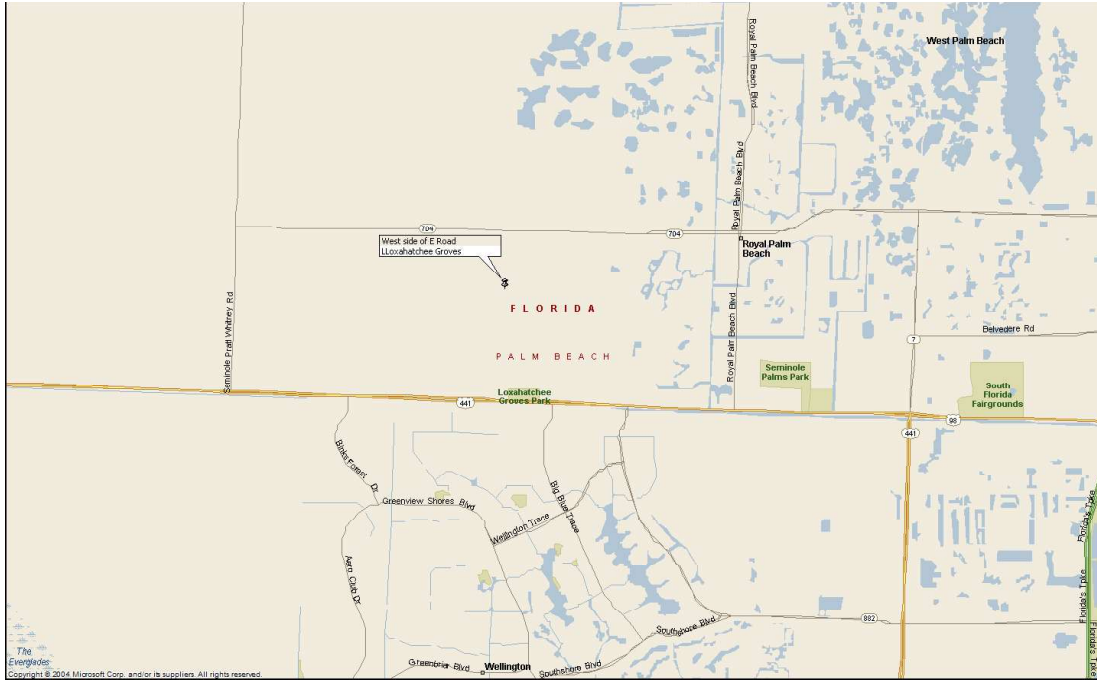
SALE #4



SALE #5



SALE #6



PARENT TRACT AND LISTING #7

VACANT LAND SALES SUMMARY CHART

Sale #	Date O.R. Bk/Pg Verification	Location	Sale Price	Size	Sale Price Per Acre	Utilities	Zoning Land Use	Comments
1	Aug-25 35940/99 25-091	2962 D Road Loxahatchee Groves	\$1,265,000	10.00 Ac.	\$126,500	Well & Septic	AR Agricultural/ Residential RR-5 Loxahatchee Groves	This property consists of a 10 acre property located on the west side of D Road in Loxahatchee Groves. The list price was \$1,500,000 and the marketing time was 88 days. Previously home to a fully operational farm, the land was cleared for development with well water and septic in place and situated on a paved road.
2	Sep-24 35320/392 25-091	1557 E Road Loxahatchee Groves	\$600,000	5.00 Ac.	\$120,000	Well & Septic	AR Agricultural/ Residential RR-5 Loxahatchee Groves	This property is a 5 acre property located on the west side of E Road. The list price for the lot was \$699,000 and marketing time was 59 days.
3	Sep-24 35295/554 25-091	2725 D Road Loxahatchee Groves	\$610,000	5.00 Ac.	\$122,000	Well & Septic	AR Agricultural/ Residential RR-5 Loxahatchee Groves	This is a 5 acre wooded property located at the southwest corner of 27th Lane N. and D Road. The list price was \$675,000 and marketing time was 107 days. Well and electric on-site.
4	Feb-25 35576/1105 25-091	415 F Road Loxahatchee Groves	\$950,000	5.00 Ac.	\$190,000	Well & Septic	AR Agricultural/ Residential RR-5 Loxahatchee Groves	This is a 5 acre wooded property located on the west side of F Road but access is from a dirt road. The list price was \$1,000,000 and the marketing time was 33 days. According to the buyer's real estate agent, the buyers of this site owned the property adjacent to it. When this property was listed for sale, they were very concerned with what could possibly be built on this site, and they got into a bidding war with another party and ended up paying a premium for the property. This property has a dirt road access off of Collecting Canal Road.
5	Oct-25 36115/1998 25-091	1032 C Road Loxahatchee Groves	\$1,400,000	10.00 Ac.	\$140,000	Well & Septic	AR Agricultural/ Residential RR-5 Loxahatchee Groves	This is a 10 acre wooded property located on the east side of C Road. Large metal building for RV, separate 749 SF garage, shed, 2 ponds, electric, water and septic on-site. The original list price was \$1,995,000 and reduced to \$1,695,000. Marketing time was 301 days.
6	Apr-24 34974/307 25-091	1081 C Road Loxahatchee Groves	\$1,800,000	10.00 Ac.	\$180,000	Well & Septic	AR Agricultural/ Residential RR-5 Loxahatchee Groves	This is a 10 acre wooded property located on the west side of C Road. Pole barn built in 2022. Electric, well and septic on-site. The buyer of this property owns several properties adjacent to and to the west of this property totaling approximately 40 acres. The buyer appeared to have paid a premium given its proximity to the large equestrian compound he owns adjacent to this property. Verification: Public Records.
7	Jan-25 Current Listing 25-091	Subject - Parent Tract West side of E Road Loxahatchee Groves	\$2,995,000	20.00 Ac.	\$149,750	Well & Septic	AR Agricultural/ Residential RR-5 Loxahatchee Groves	This is the Parent Tract containing 20 acres located on west side of E Road. This site has a 2.12-acre conservation easement in favor of the Town of Loxahatchee Groves located at the southeast corner of the site. The site is vacant. The Parent Tract does not currently have access. A driveway/culvert will have to be constructed over the canal that is adjacent to and west of E Road to provide access to the Parent Tract. Original list price was \$3,200,000. The property has been on the market for approximately 320 days.
Subject		Parent Tract - west side of E Road Loxahatchee Groves Conservation Easement		20.00 Ac. 2.12 Ac.		Well & Septic	AR Agricultural/ Residential Loxahatchee Groves	The Parent Tract consists of a 20 acre agricultural vacant parcel located on west side of E Road, Loxahatchee Groves. A 2.12-acre conservation easement in favor of the Town of Loxahatchee Groves is located at the southeast corner of the Parent Tract. This property has been on the market for close to a year. The Parent Tract does not currently have access. A driveway/culvert will have to be constructed over the canal that is adjacent to and west of E Road to provide access to the Parent Tract.

Parrish & Edwards, Inc.
25-091

VALUE CONCLUSION

The purpose of this real estate appraisal is to estimate the market value of the Town of Loxahatchee Grove's interest in the Conservation Easement area which will be used to establish a price for the release of the easement. To help establish this value, the unencumbered market value of the Parent Tract will first have to be determined. The Town of Loxahatchee Groves is considering releasing this Conservation Easement which would then give the owner of the Parent Tract full use (fee simple interest) of this area.

The Subject Property (Parent Tract) is vacant land containing 20.0 acres. The Parent Tract will first be valued using applicable land sales data. A land value analysis will be completed and the price per acre land value conclusion will be determined. The value of the Conservation Easement area will then be established using the price per acre value conclusion for the Parent Tract and considering the rights and allowable uses of the property by the Town of Loxahatchee Groves and those remaining to the owner of the Parent Tract.

To provide an opinion of the market value of the Subject site, several comparables were considered for analysis.

LAND SALES DISCUSSION

The properties chosen as comparables to value the Subject Property are shown on the chart on the previous page. All of the comparables were analyzed relative to the Subject and adjustments were made to the comparables for the relevant differences. The analysis appears as follows:

FINANCING

All of the sales were cash to seller or had owner financing at market rates and terms. Financing was not considered to have impacted any of the sales. No adjustments were necessary.

CONDITIONS OF SALE

All of the comparables were considered arm's length transactions with no unusual conditions of sale affecting the sale price with the exception of Comparables #4 and #6. The real estate agent representing the buyer for Comparable #4 indicated that the buyer paid a premium for the property because they owned the property adjacent to this one and wanted to keep control over what was developed on the property. The real estate agent confirmed typical sale prices have been in the \$120,000 to \$150,000 per acre, and this property sold for \$190,000 per acre. A significant downward adjustment was required to this sale. We were only able to confirm Comparable #6 through public records, and this was also a high sale, and was also purchased by an adjacent property owner. A downward adjustment was also made to this sale. No other adjustments were considered necessary.

LAND SALES ANALYSIS (CONT'D)

DATE OF SALE/MARKET CONDITIONS

This adjustment is generally required when a significant increase or decrease in value due to changing market conditions has occurred during the time period of the comparable sale dates to the prevailing market conditions affecting the Subject's date of valuation. The sale dates for the comparables ranged from April 2024 to October 2025, as well as the Parent Tract's current listing. The market appears to have remained fairly flat over this time period based upon a pairing of sales. All of the sales occurred within the past two years and were considered to be reflective of current market conditions, and no adjustments were required.

LOCATION/ACCESS

The Subject Parent Tract is located along the west side of E Road, but there is a canal located adjacent to and west of E Road. The owner does not currently have legal access to the Parent Tract and will eventually have to have a driveway/culvert crossing constructed which will likely cost in the range of \$125,000 to \$150,000. We will assume this access exists but will make a deduction in the final value conclusion to account for this cost.

All of the comparables were located in the Subject's immediate area in Loxahatchee Groves, but some were located further north, north of Okeechobee Boulevard. Values have tended to be higher for those properties closer to the Wellington Equestrian area. Comparables #1 and #3 were located north of Okeechobee Boulevard further from the Wellington Equestrian area and were considered inferior and adjusted upward. Comparables #4 and #6 had inferior dirt road access and were considered inferior requiring an upward adjustment.

SIZE

The Parent Tract for the Subject Property is 20 acres. The comparables range in size from 5 to 10 acres, excluding the listing of the Subject Parent Tract (Comparable #7). Based upon the economic principle of economies of scale, smaller sites typically sell for more on a price per acre basis than larger sites all other factors being similar. All of the comparables were smaller sites and considered superior when analyzed on a price per acre basis and were adjusted downward for size differences.

ZONING / LAND USE / APPROVALS

The Subject has an AR zoning designation and an underlying land use designation of RR-5, 1 unit per 5 acres. The comparables are zoned AR and have a similar land use designation of RR-5. No adjustments were required.

LAND SALES ADJUSTMENT GRID

Sale #	\$/Acre	Financing	Condition of Sale	Market Conditions	Adjusted \$/Acre	Location	Size	Zoning Approvals	Physical Characteristics	Total Adjustments	Final Adjusted \$ / Acre
1	\$126,500	0%	0%	0%	\$126,500	10%	-5%	0%	0%	5%	\$132,825
2	\$120,000	0%	0%	0%	\$120,000	0%	-10%	0%	5%	-5%	\$114,000
3	\$122,000	0%	0%	0%	\$122,000	10%	-10%	0%	5%	5%	\$128,100
4	\$190,000	0%	-30%	0%	\$133,000	5%	-10%	0%	5%	0%	\$133,000
5	\$140,000	0%	0%	0%	\$140,000	0%	-5%	0%	0%	-5%	\$133,000
6	\$180,000	0%	-25%	0%	\$135,000	5%	-5%	0%	0%	0%	\$135,000
7	\$149,750 (Listing)	0%	0%	0%	\$149,750	0%	0%	0%	10%	10%	\$164,725 (Listing)

25-091

Overall Mean: \$134,379
 Overall Mean (Excl. Comp #7): \$129,321

LAND SALES ANALYSIS (CONT'D)

PHYSICAL CHARACTERISTICS

The Parent Tract is a cleared 20-acre parcel, and we are appraising the site assuming it is unencumbered by the Conservation Easement. All of the sales were relatively similar in physical characteristics with the exception that some of the comparables were heavily wooded or only partially cleared. Comparables #5 and #6 did have some site improvements, but this was offset by the site being wooded. Adjustments were made to the comparables accordingly. None of the comparables had any wetlands according to the National Wetland Inventory Map, and all of the sales were similar to the Subject in this respect.

Comparable #7 is the listing of the Subject Parent Tract as it currently exists with the 2.12-acre Conservation Easement and no access from E Road. However, the selling agent indicated that the eventual negotiated sale price will include a credit to the buyer or a reduction in the sale price for the cost of the access driveway/culvert. Since we are valuing the Parent Tract assuming access exists and the Conservation Easement does not exist, an upward adjustment will be made for the Conservation Easement and lack of access.

UNENCUMBERED VALUE CONCLUSION – assuming the Conversation Easement does not exist.

After considering the relevant differences between the Subject and the comparables, the adjusted price per acre ranged from \$114,000 to \$164,725 with a mean of \$134,379 per acre. The high end of the range was the listing of the Subject Property which has been on the market for close to a year. Excluding this comparable, the range was from \$114,000 to \$135,000 with a mean of \$129,321.

Considering the above analysis and range, a conclusion of \$130,000 per acre is considered to be reasonable and supportable for the unencumbered fee simple market value of the Parent Tract assuming access exists. A deduction of \$140,000 will be made to account for the fact that the Parent Tract does not currently have access and an access drive / culvert crossing will have to be constructed, and this cost will likely be in the range of \$125,000 to \$150,000. Therefore, our opinion of the fee simple value of the Subject Parent Tract is as follows:

Parent Tract (assuming access exists): 20.0 acres x \$130,000/acre =	\$2,600,000
Less Est. Cost to Construct An Access Drive / Culvert Crossing:	<u>(\$ 140,000)</u>
	\$2,460,000
	or \$123,000/Ac

**LAND VALUE CONCLUSION
(Unencumbered Value with No Access)**

TWO MILLION FOUR HUNDRED SIXTY THOUSAND DOLLARS

\$2,460,000

Return to: (enclose self-addressed stamped envelope)

Name

Address

Item 11.

ORB 9937 Pg 706
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Property Appraisers Parcel Identification (Folio) Number(s):

TR "D"

1292.50'

Exhibit "A"

D - E. LINE SAID TRACT 47 & E. LINE SAID BLOCK "D"

S 88°-48'-08" E 200.00'

TRACT 47, BLOCK "D"

LEGAL DESCRIPTION OF PROPOSED DEDICATED PRESERVE:

THE EAST 200 FEET OF THE SOUTH 462 FEET OF TRACT 47, BLOCK "D" LOXAHATCHEE GROVES AS RECORDED IN PLAT BOOK 17, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AS MEASURED PARALLEL TO THE EAST AND SOUTH LINES OF SAID TRACT 47 IN SECTION 29, TOWNSHIP 43 SOUTH, AND RANGE 41 EAST.

* PRESERVE CONTAINS 4- 2.12 ACRES.

N 02°-49'-39" E 462.00'

25' BUFFER ZONE

PROPOSED DEDICATED PRESERVE (INCLUDES BUFFER ZONES) (SET 1/2" I.R.&C. P.S.M. & 4193" & CORNERS)

674.20' CANAL E ROAD (60' R/W)

N 02°-49'-39" E 462.00'

SET WITNESS CORNER 33.00' E. ON EXTENSION OF N. 12 (TO AVOID CANAL)

ABBREVIATIONS:

- A.A.A. = ALSO SHOWN AS
- C.B.S. = CONCRETE BLOCK & SLAB
- C.S. = CONCRETE SLAB
- Δ = DELTA ANGLE
- E.L. = EASEMENT LINE
- ELY. = ELEVATION
- EXT. = EXISTING
- I.R.&C. = IRON ROD AND CAP
- M.L. = MASTHORN
- M.S. = MASTHORN
- N.T.S. = NOT TO SCALE
- O.B.W. = ORDINARY HIGH WATER
- P. = PILES OR NAILS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.O. = POINT OF CURVATURE
- P.I. = POINT OF INTERSECTION
- P.T. = POINT OF TANGENCY
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- S. = PROPERTY LINE
- R. = RADIOS LENGTH
- S. = SECTION OF WAY
- SQ. FT. = SQUARE FEET
- W. = WIDTH

SPECIFIC NOTATIONS (IF ANY):
(X = NOT APPLICABLE)
(N/A = NOT AVAILABLE)
PARCEL IS IN FLOOD ZONE "B".
* DID NOT TIE-IN INTERIOR FENCING OR IRRIGATION STRUCTIONS
* ORIGINAL BOUNDARY SURVEY 6/2/97

SET WITNESS CORNER 33.00' E. ON EXTENSION OF S. 12 (TO AVOID CANAL)

P OF SURVEY 1292.33'

RV-003
SPECIFIC PURPOSE
PRESERVE DEDICATION
TAXABLE CHARGE:

93

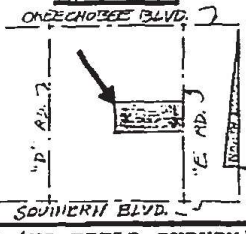
LEGEND:

- = SET 1/2" I.R.&C. "PLS-4193" (OR "PLS-4193-WIT" IF WITNESS TO CORNER) AND /OR FOUND POINTS AS SHOWN.
- - - = OVERHEAD ELECTRIC LINES.
- x - x - = FENCING.
- = WOOD POWER POLE.

SCALE:
1" = 100'

SEE CORNER BLOCK "D"

LOCATION SKETCH (N.T.S.):



GRAPHIC REVISIONS (NO FIELD SURVEY):
DATE:

DESCRIPTION / VALUATION OF THE CONSERVATION EASEMENT

The purpose of the appraisal is to estimate the market value of the Town's interest in the Conservation Easement. A copy of the legal description and survey of the Conservation Easement can be found in the addenda along with the recorded document indicating the restrictions and uses. The Conservation Easement has a rectangular shape with approximately 462 feet along E Road and a depth of approximately 200 feet, and a size of approximately 2.12 acres. Because there is not an active market for buying and selling conservation easements or even any type of easement, the value of the Subject Conservation Easement area will be established using the price per acre value conclusion for the unencumbered value of the Parent Tract and then discounting this value considering the rights and allowable uses of this area by the Town of Loxahatchee Groves and those remaining to the property owner of the Parent Tract.

To help establish the reduction in the fee simple value of the Parent Tract on a per acre basis as a result of the Conservation Easement, we have reviewed numerous sales of properties that have reduced development or use potential as a result of easements, access, or size. These sales with reduced development potential were paired to unencumbered sales with full development potential and reasonable access. Some of these pairings have been included in the addenda. We also researched sales of properties that were almost entirely wetlands and had very limited potential uses to help establish a low end of the value range.

Some of the pairings that have been included in the addenda were sales of acreage sites that had power line easements verses sales that did not have power line easements. The easement areas still had some potential uses including grazing land or agricultural uses, but no improvements could be constructed within the power line easement areas. The acreage sales with powerline easements were then paired to other similar sales that occurred around the same time that did not have powerline easements. Considering the size or percentage of the easement area relative to the size of each parcel, the pairing indicated a significant reduction in the value of the easement area relative to the value of the unencumbered sales. The reduction in value to the easement area was in the range of 60% to almost 100% leaving a value of 0% to 40% of the unencumbered fee value for the easement area to the owner of the Parent Tract and 60% to 100% of the unencumbered fee value to the holder of the easement which in this case would be the Town of Loxahatchee Groves. Other pairings indicated a relatively similar percentage.

According to the recorded deed for the Conservation Easement, this area can basically not be altered in anyway. A list of the prohibited activities on the property can be found on the following page.

1. Construction or placement of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal, destruction, cutting, trimming, mowing, alteration or biocide spraying of trees, shrubs, or other vegetation; with exception to the removal of nuisance and exotic plant species as may be required or permitted by law, ordinance, or other government approval;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in any manner which affects the surface or subsurface;
5. Surface use except for purposes that permit the land or alter area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

As previously indicated, this easement area appeared to be covered in what was assumed to be native vegetation and the Conservation Easement was supposed to protect the area from being disturbed. However, sometime in the time frame of 2014 – 2015 this area was cleared at around the same time the agricultural area was cleared. The above-mentioned prohibited activities would result in very limited potential uses for the Conservation Easement area for the owner of the Parent Tract. Considering the limited potential uses that the owner has for the Conservation Easement area, a reduction to the unencumbered value of 75% is considered reasonable and supportable which would be the Town's interest in the easement area leaving only 25% of the unencumbered value as the owner of the Parent Tract's interest in the easement area. This was also supported by several sales with very limited development potential because they were primary wetlands with very limited access.

Valuation of the Conservation Easement

The value of the land in the easement area is based on percentage of the unencumbered value conclusion for the Parent Tract. As previously indicated, the fee simple value of the Parent Tract has been estimated at \$123,000 per acre of site area. Therefore, the value of the Town's interest in the Conservation Easement area is estimated as follows:

$$2.12 \text{ Acres} \times \$123,000/\text{Ac.} \times 75\% = \$195,570 \text{ or } \$196,000 \text{ (Rounded)}$$

ADDENDA

VIA'S NURSERY
1300 A. RD.
LDX FL 33470

CONSERVATION EASEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

AUG-14-1997 9:54am 97-288939
ORB 9937 Pg 704
COTR 10.00 Doc .70

KNOW ALL PERSONS BY THESE PRESENT THAT as a condition of the approval by Palm Beach County of the Vegetation Removal Permit, and pursuant to Palm Beach County Unified Land Development Code Section 9.5.F.2.c., Ramon Vilario ("Grantor"), has, for good and valuable consideration, the receipt of which is acknowledged, granted to Palm Beach County, a political subdivision of the State of Florida ("Grantee"), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Palm Beach County, Florida, as set forth in the legal description attached hereto as Exhibit A (the "Property").

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the Property will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, which shall mean that the following activities are prohibited on the Property:

1. Construction or placement of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal, destruction, cutting, trimming, mowing, alteration or biocide spraying of trees, shrubs, or other vegetation; with exception to the removal of nuisance and exotic plant species as may be required or permitted by law, ordinance, or other government approval;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in any manner which affects the surface or sub-surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the Property in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the maintenance of the Property in the natural vegetative and hydrologic conditions as existing at the time of execution of this Conservation Easement. The Conservation Easement hereby granted and the

obligation to retain and maintain the Property forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

Venue for any actions in connection with this Conservation Easement shall be in Palm Beach County, Florida. The prevailing party shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions as required and stated in the approved Property, if the prevailing party is the Grantee. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes, or Palm Beach County ordinance.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of the is Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure by the Grantor to comply.

The Grantor hereby represents that the Grantor is seized of the Property in fee simple and has good right and title to grant and convey this Conservation Easement to the Grantee and that the Property is free and clear of any encumbrances.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this 14 day of August, 1996.

Signed, sealed, and delivered in our presence of:

Mary R. McHugh
WITNESS Mary R. McHugh

Tamara T. Stambaugh
WITNESS Tamara T. Stambaugh

GRANTOR:

BY: [Signature]

Title: _____
Authorized Representative

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 14th day of August, 1997 (date), by Ramon V. Lario (name of officer or agent), of _____ (name of corporation), a _____ (State or place of incorporation) corporation, on behalf of the corporation s/he is personally known to me, produced a valid driver's license and (did/did not) take an oath. (Produced a FL Dr Lic)

(Seal)

Theresa A. Wheeler
Notary Public
State of Florida

My Commission Expires: _____



Theresa A. Wheeler
MY COMMISSION # 00579934 EXPIRES
August 22, 2000
BOSSED THROUGH YOUR FARM INSURANCE, INC.

VACANT LAND SALES SUMMARY CHART
(Paired Residential Lot Sales Affected by Utility Easement)

Sale #	Date O.R. Bk/Pg	Location	Sale Price	Size	Sale Price Per Acre	Wetlands	Physical Characteristics	Approx. Easement Area	Zoning	Comments
Powerline Sales										
1	Dec-23 34789/657	West side of 130th Avenue N. Loxahatchee 00-41-42-33-00-000-5740	\$249,000	2.40 Ac (Usable)	\$103,750	None	Partially Cleared Level	38% of usable area	AR AR-2.5	Site is located at the northwest corner of 130th Avenue N. and 61st Place N. The overall site size is 3.37 acres but approximately 0.97 acres of this is a road and canal and not usable area. The remaining 2.40 acres consists of cleared vacant land but approximately 0.90 acres of this is encumbered by a power line easement that bisects the site.
2	Oct-22 33891/921	East side of Royal Palm Beach Blvd. Loxahatchee 00-41-43-11-00-000-4360 00-41-43-11-00-000-4370 00-41-43-11-00-000-4380	\$345,000	3.75 Ac	\$92,000	None	Mostly Cleared Level	29%	AR AR-2.5	Site consists of three contiguous parcels that are vacant on the east side of Royal Palm Beach Boulevard and north side of 46th Place N. This site is a cleared vacant site with approximately 29% of the site bisected by a power line easement.
3	Dec-21 33188/1075	North side of Orange Grove Boulevard Loxahatchee 00-41-43-11-00-000-4260 00-41-43-11-00-000-4270	\$204,900	2.57 Ac	\$79,728	None	Cleared Level	26%	AR AR-2.5	Site consists of two contiguous parcels of partially cleared vacant land with frontage along the north side of Orange Grove Boulevard. Approximately 0.67 acres of the site is encumbered by a powerline easements that bisects the site.
			\$266,300	2.91 Ac	\$91,826			31.00%		
Non-Powerline Sales										
1a	Nov-23 34694/818	North side of Orange Grove Blvd. Loxahatchee 00-41-43-09-00-000-3290	\$210,000	1.31 Ac	\$160,305	None	Mostly Cleared Level	0%	AR AR-2.5	Site consists of vacant land with frontage along the north side of Orange Grove Boulevard. The site has vegetation on site.
2a	Aug-22 33766/657	13440 47th Court N. Loxahatchee 00-41-43-09-00-000-2040	\$250,000	1.96 Ac	\$127,551	None	Mostly Cleared Level	0%	AR AR-2.5	Site consists of vacant land with frontage at the southeast corner of Avocado Boulevard and 47th Court N. The site is mostly cleared.
3a	Mar-23 34180/210	4720 129th Avenue N. Loxahatchee 00-41-43-10-00-000-3710	\$180,000	1.25 Ac	\$144,000	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along the east side of 129th Avenue N. The site is heavily wooded.
4a	Aug-23 34515/1685	West side of Coconut Boulevard Loxahatchee 00-41-43-10-00-000-3940	\$209,000	1.25 Ac	\$167,200	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along the west side of Coconut Boulevard. The site is heavily wooded.
5a	Jan-22 33400/1288	4660 Coconut Boulevard Loxahatchee 00-41-43-10-00-000-1810	\$225,000	1.25 Ac	\$180,000	None	Cleared Level	0%	AR AR-2.5	Site consists of cleared vacant land with frontage along the east side of Coconut Boulevard.
6a	Nov-23 34678/876	West side of Royal Palm Beach Blvd. Loxahatchee 00-41-43-02-00-000-8470	\$210,000	1.25 Ac	\$168,000	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along the west side of Royal Palm Beach Boulevard. The site is heavily wooded.
7a	Feb-23 34148/1450	5631 Royal Palm Beach Blvd. Loxahatchee 00-41-43-02-00-000-3380	\$170,000	1.25 Ac	\$136,000	None	Mostly Cleared Level	0%	AR AR-2.5	Site consists of vacant land with frontage at the northwest corner of Royal Palm Beach Boulevard and 56th Place N. The site is mostly cleared.
8a	Nov-22 33953/1521	12314 Tangarene Boulevard Loxahatchee 00-41-43-34-00-000-5770	\$305,000	1.97 Ac	\$154,822	None	Mostly Cleared Level	0%	AR AR-2.5	Site consists of mostly cleared vacant land with frontage along the south side of Tangerine Boulevard.
			\$219,875	1.44 Ac	\$154,735					

25-091

VACANT LAND SALES SUMMARY CHART
(Paired Residential Lot Sales Affected by Utility Easement)

Sale #	Date O.R. Bk/Pg	Location	Sale Price	Size	Sale Price Per Acre	Wetlands	Physical Characteristics	Approx. Easement Area	Zoning	Comments
Powerline Sales										
1	Jun-17 29184/267	11176 41st Court N., Loxahatchee	\$36,000	1.32 Ac	\$27,273	None	Cleared Level	60%	AR AR-2.5	Site consists of cleared, vacant land with frontage along 41st Ct. North. A utility easement with transmission power lines runs through the north and east portions of the site.
2	Jun-16 28382/820	Orange Grove Blvd., Loxahatchee	\$60,000	2.57 Ac	\$23,346	None	Partially Cleared Level	52%	AR AR-2.5	Site consists of two contiguous parcels that are vacant and front Orange Avenue. 50% of site is heavily wooded. A utility easement with transmission power lines occupies the majority of the eastern site with on the northeast corner impacted on the western site.
3	Aug-16 28497/614	14241 72nd Court N., Loxahatchee	\$70,000	2.77 Ac	\$25,271	None	Partially Cleared Level	17%	AR AR-2.5	Site consists of vacant land with frontage along 72nd Court N. 70% of site is heavily wooded. A utility easement with transmission power lines runs through the northeast portion of the site.
4	Oct-16 28663/358	83rd Lane N., Loxahatchee	\$100,000	3.44 Ac	\$29,070	None	Mostly Cleared Level	25%	AR AR-2.5	Site consists of vacant land with frontage along 83rd Lane N. Site is mostly cleared. A utility easement with transmission power lines bi-sects the site with usable land area located on either side.
Non-Powerline Sales			\$66,500	2.53 Ac	\$26,240			38.50%		
1a	Feb-17 2899/1685	40th Lane N., Loxahatchee	\$55,000	1.15 Ac	\$47,826	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along 40th Lane N. The site is heavily wooded.
2a	Jun-17 29213/1055	Avocado Boulevard, Loxahatchee	\$62,500	1.15 Ac	\$54,348	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along Avocado Boulevard. The site is heavily wooded.
3a	May-17 29124/218	Persimmon Boulevard, Loxahatchee	\$77,000	1.21 Ac	\$63,636	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along Persimmon Boulevard. The site is heavily wooded.
4a	Dec-16 28789/1130	55th Road N., Loxahatchee	\$65,000	1.33 Ac	\$48,872	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along 55th Road N. The site is heavily wooded.
5a	Dec-16 28757/248	13919 67th St. N., Loxahatchee	\$65,000	1.16 Ac	\$56,034	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along 67th Street N. The site is heavily wooded.
6a	Nov-16 28725/904	14241 71 St. Place N., Loxahatchee	\$66,750	1.31 Ac	\$50,954	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along 71st Place. The site is heavily wooded.
			\$67,250	1.23 Ac	\$54,769					

25-091

Section 20-005. Purpose and intent of districts.

- (A) *Agricultural Residential (AR)*. Agricultural Residential zoning districts are intended to apply to areas of the Town designated as Rural Residential on the Future Land Use Plan Map of the Comprehensive Plan. The purpose is twofold. First, it is to protect, preserve and enhance the rural and agricultural character and life-style of existing very low density areas. Second, it is to protect the existing tree canopy and natural environment, promote and enhance wildlife habitat and natural systems, and reinforce the unique character of the Town through the establishment of native landscapes.

Section 20-010. General provisions.

The following requirements shall apply to the Agricultural Residential (AR) Zoning District.

- (A) *Accessory dwelling units*. One accessory dwelling unit is permitted per parcel of land subject to the following standards:
- (1) *Parcel size*. Parcels shall be five acres or greater.
 - (2) *Maximum floor area*. Accessory dwelling units shall contain no greater than 1,200 square feet of livable, floor space.
 - (3) *Ownership*. The accessory dwelling unit shall remain accessory to and under the same ownership as the principal dwelling.
 - (4) *Electric utilities*. Both the principal single family dwelling and the accessory dwelling shall be connected to the same electric utility meter.
 - (5) *Compatibility*. An accessory dwelling unit shall be architecturally compatible in character and subordinate in size to the principal dwelling unit.
- (B) *Animals and livestock*. The breeding raising, and/or keeping of animals and livestock as an accessory use to a permanent dwelling shall be subject to the following standards:
- (1) *Number*. The number of animals and livestock permitted shall be based on parcel size as follows.
 - a. *Livestock*. Four livestock, not including swine, are permitted per every one acre of land, except that parcels of at least five acres are permitted eight livestock per every acre of land and parcels over ten acres in size shall have no limit to the number of livestock per acre.
 - b. *Small domesticated farm animals*. Fifteen small domesticated animals are permitted per every one-half acre of land.
 - c. *Large domesticated farm animals*. Two large domesticated animals are permitted per every one acre of land.
 - d. *Poultry*. Parcels under one acre shall be limited to four birds per every one-quarter acre.
 - e. *Swine*. One swine is permitted per property of one acre or greater, except for pot bellied pigs, which shall be considered livestock.
 - f. *Household pets*. A maximum of ten household pets are permitted on a property.
 - (2) *Fences*. All animals shall be kept within a fence to prevent the animals from accessing streets or adjacent properties. It shall be the responsibility of each animal owner to ensure that the fence is maintained in a state of good repair and that the animal is confined to the property.
 - (3) *[Setback.]* All structures, including pens, cages or enclosures, but excluding fences, that house or restrain animals of any type shall be setback a minimum of 50 feet from all property lines.

- (4) *Exceptions.* Offspring under the normal weaning age for the species shall not be included in calculating the number of animals.
- (C) *[Caretaker's quarters.]* Caretaker's quarters are permitted on parcels with a bona fide agricultural use.
- (D) *Construction trailers.* One construction trailer may be placed on a plot for a period of time not to exceed one year during active construction of a permanent dwelling to serve as temporary living quarters for the owners of the home under construction. Construction trailers shall also be subject to the following standards.
- (1) *Location.* The construction trailer shall be in compliance with all setback requirements.
 - (2) *Permit issued.* No construction trailer shall be placed upon any such property until a building permit for construction of the dwelling has been issued. The permit shall be posted in such a manner that it can be observed from the exterior of the construction trailer.
 - (3) *[Removal.]* The construction trailer must be removed from the property upon completion of the permanent dwelling or other principal building(s) or at the end of the one year period, whichever occurs first. The Town Manager may grant one extension of a maximum six months, upon petition from the property owner, provided the petition demonstrates unexpected hardship, and steady construction progress such that construction can reasonably be completed within the six month extension period. A decision of the Town Manager to deny the request for extension may be appealed to the Town Council subject to the requirements of Article 145, "Administrative Appeals."
- (E) *Fences, walls, hedges, gates and entry features.* Fences, hedges, gates and entry features are permitted on all properties with a zoning designation of Rural Residential or Agricultural Residential. Walls are not permitted on a property line that abuts a road unless a Special Exception is granted by the Town.
- (1) *Height.* Fences and walls shall not exceed six feet in height in front yards and eight feet in height in side or rear yards. Hedges and natural vegetation shall not be subject to maximum height limitations. Height shall be measured adjacent to the fence or wall from the lowest grade on either side of the fence or wall.
 - (2) *Appearance.* The exterior surface of a wall shall be finished with paint, stucco, or other commonly accepted material, and continuously maintained in its original appearance. Dark or fluorescent colors are prohibited.
 - (3) *Materials.* Fences and walls shall not be electrified or contain any materials such as broken glass, spikes, nails, razors or barbs designed to inflict discomfort, pain, or injury to a person or animal, except as permitted below:
 - a. *Barbed wire.* Barbed wire shall be permitted for use as fencing material on all plots.
 - b. *Low voltage electric wire.* Low voltage electric wire, otherwise known as hot wire, shall be permitted for use as fencing material on all plots.
 - (4) *Sight distance.* Fences, walls and hedges shall comply with Article 105, "Sight Distance."
 - (5) *Decorative gates, features, and light posts.* Decorative gates, features, and light posts attached to fences or walls may exceed the height of fences or walls by three feet provided that they are located in the front yard.
- (F) *Groom's quarters.* Groom's quarters are permitted on parcels where there are equestrian uses and a stable with six or more stalls.
- (G) *Outdoor storage.* Outdoor storage of merchandise and inventory, vehicles and equipment, refuse and other similar materials shall be subject to the following standards.

- (1) *Generally.* All outdoor storage shall only be permitted when incidental to the use located on the premises or explicitly permitted as a primary use in Section 20-015, "Permitted uses."
- (2) *Location.* Outdoor storage of merchandise and inventory, vehicles and equipment, refuse or similar materials shall not be located in any required setbacks, easements, or rights-of-way, except as permitted below:
 - a. *Construction Vehicles, equipment and fill.* Construction Vehicles, equipment, and fill may be temporarily stored in required setbacks, easements, or rights-of-way during construction in easements or rights-of-way.
 - b. *Nursery plants and trees.* Nursery plants and trees may be permanently stored in all required setbacks.
- (3) *Screening.* All outdoor storage shall not be visible from roadways or neighboring properties except as permitted below:
 - a. *Farm and land cultivation equipment.* Farm and land cultivation equipment necessary for conducting a permissible agricultural use does not need to be screened from view provided that the vehicles are operable for immediate use, located on the plot upon which they are used, and are registered to an owner or lessee of said plot.
 - b. *Equestrian transports.* Equestrian transports do not need to be screened from view provided that the aggregate capacity of equestrian transports does not exceed the number of stables or horses kept on the property, whichever is greater.
 - c. *Nursery plants and trees.* Nursery plants and trees do not need to be screened from view.
 - d. *Construction vehicles, equipment and fill.* Construction vehicles, equipment, and fill do not need to be screened from view provided that the related construction activity is permitted, continuous and on-going.
 - e. *Commercial and recreational vehicles.* A maximum of two commercial or recreational vehicles may be stored on a plot of land without screening, provided that the vehicles are routinely operated/maintained by a permanent, full-time resident of the property.
 - f. *Inactive vehicles and equipment.* Vehicles and equipment that are in need of repair may be stored on a plot of land without screening provided that the vehicle or equipment has not been in a disassembled state or incapable of immediate use for more than seven consecutive days.
- (4) *Fluids.* Vehicles and equipment that have been disassembled or incapable of immediate use for more than 28 consecutive days shall have all of its fluids drained and properly disposed.
- (H) *Swimming pools.* Swimming pools are permitted provided that the pool is located on the same plot as a primary use and it is fully enclosed with a fence or wall a minimum of four feet in height above the ground, measured adjacent to the fence or wall from the lowest grade on either side of the fence or wall. Screen enclosures which meet all requirements of the Florida Building Code shall also constitute compliance with this provision. Fences or walls shall be of such a design and material as will prevent unauthorized access to the pool area. All gates must be equipped with self-closing, self-latching mechanisms. All fences and gates shall comply with all requirements of the Florida Building Code pertaining to required barriers around public swimming pools.
- (I) *Existing manufactured homes.* A legally permitted principal use manufactured home, as defined in Article 10, located in Loxahatchee Groves as of December 31, 2016 and containing a sticker indicating that the home was built in compliance with the national Department of Housing and Urban

Development (DHUD) building code governing building standards for manufactured homes, may remain at the existing location.

- (J) *Replacement of existing manufactured homes.* One legally permitted existing principal use manufactured home, as defined in Article 10, located in Loxahatchee Groves as of December 31, 2016 may be replaced by a manufactured home 15 years old or newer on the same plot, consistent with the requirements of Section 80-070. The replacement manufactured home shall contain a sticker indicating that the manufactured home was built in compliance with the national Department of Housing and Urban Development (DHUD) building code governing building standards for manufactured homes.

(Ord. No. 2015-01 , § 3, 2-3-2015; Ord. No. 2017-15 , § 3(Exh. B), 12-5-2017; Ord. No. 2020-10 , § 2, 11-3-2020)

Section 20-015. Permitted uses.

Plots located in the Agricultural Residential (AR) zoning districts may be used for the following specified uses.

Principal Uses	Agricultural Residential (AR)
Single Family Dwelling	Permitted
Modular Home or Factory-Built Home	Permitted subject to Section 80-65
Essential Services	Permitted w/Special Exception
Agriculture	Permitted
Wireless Communication Facilities	Permitted w/Special Exception Category A

Accessory Uses	Agricultural Residential (AR)
Accessory Dwelling	Permitted
Groom's Quarter	Permitted
Caretaker's Quarter	Permitted
Home Offices	Permitted subject to Article 80
Residential Enterprise	Permitted subject to Article 80
Wholesale Nursery	Permitted
Retail Nursery	Permitted w/Special Exception Category B
U-Pick Farms	Permitted w/Special Exception Category B
Private Kennels	Permitted
Private Stables	Permitted
Yard Sales	Permitted subject to Article 80
Veterinarian Services	Permitted
Dog Boarding	Permitted
Temporary Events	Permitted w/Special Exception Category C

(Ord. No. 2011-008, § 2, 3-1-2011; Ord. No. 2013-03, § 2(Att. A), 6-18-2013; Ord. No. 2013-06, § 2(Att. A), 12-3-2013; Ord. No. 2015-01 , § 4, 2-3-2015; Ord. No. 2017-15 , § 3(Exh. B), 12-5-2017; Ord. No. 2018-02 , § 2(Exh. A), 6-5-2018)

Section 20-017. Prohibited uses.

Any use not expressly, or by inference, permitted in the Section entitled "Permitted uses" is expressly prohibited.

(Ord. No. 2017-15 , § 3(Exh. B), 12-5-2017)

Section 20-020. Irrigation installation/maintenance and landscape maintenance operations.

Irrigation installation/maintenance operations and landscape maintenance operations are expressly prohibited in the Agricultural Residential (AR) Zoning District.

Section 20-025. Minimum plot size and dimension.

Plots located in Agricultural Residential (AR) Zoning District are subject to the following size and dimensional standards.

- (A) *Minimum plot size.* No plot shall be developed for a residential use unless the plot contains five or more acres.
- (B) *Minimum dimension.* No plot shall be developed for residential use unless the plot has a frontage (width) and depth of at least 200 feet.
- (C) *Exceptions.* The following exceptions shall apply:
 - (1) *Nonconforming plots of prior record.* Plots which were of public record prior to, and became nonconforming as a result of, the adoption of the Town of Loxahatchee Groves Unified Land Development Regulations may be developed for residential use despite not meeting the minimum plot size and dimensional requirements.
 - (2) *Nonconforming plots due to public right-of-way dedication.* Any plot which becomes nonconforming as a result of the required dedication of a public right-of-way may be developed for residential use despite not meeting the minimum plot size and dimensional requirements.
 - (3) *Plot with frontage on curved street or cul-de-sac.* On curving streets, such as culs-de-sac, the required frontage for lots between the points of curvature may be reduced by 40 percent, provided the centerline radius of the contiguous street is 125 feet or less.

Section 20-030. Plot coverage, floor-to-area ratio, and pervious area.

Plots located in the Agricultural Residential (AR) zoning district are subject to the following standards.

- (A) *Plot coverage.* The combined area of all buildings and roofed structures shall not exceed 15 percent of the plot area.
- (B) *Floor-to-area ratio.* Uses other than a single family residence shall not exceed a combined floor-to-area ratio of 15 percent.
- (C) *Pervious area.* The minimum pervious area shall be 70 percent of the plot area.
- (D) *Exceptions.* The following exceptions shall apply:
 - (1) Plot coverage and floor-to-area ratio calculations shall not apply to buildings used for growing plants including, but not limited to, greenhouses, shade houses, and hydroponics nurseries.

- (2) To the extent that an applicant needs to exceed plot coverage and/or floor-to-area ratio for a bona fide agricultural use, the applicant shall obtain a Special Exception pursuant to Article 170, and must demonstrate that the requirement prohibits, restricts, or otherwise limits a generally accepted farming practice.

Section 20-035. Setbacks.

All buildings and structures in the Agriculture Residential (AR) zoning district shall comply with the following minimum required setbacks:

- (A) *Front setback.* Fifty feet.
- (B) *Side setback.* Twenty-five feet.
- (C) *Rear setback Twenty-five feet.*
- (D) *Side street setback.* For properties that abut a street on more than one side, a side street setback of a minimum of 40 feet shall be provided.
- (E) *Exceptions.* A nonconforming lot may utilize the following setbacks; provided, however, that the resultant setbacks shall not be more restrictive than the setback requirements of Palm Beach County as of November 16, 2010.
- (1) Minimum setback requirements:
- (a) If the minimum depth dimension is nonconforming:
Front: Fifteen percent of lot depth.
Rear: Ten percent of lot depth.
- (b) If the minimum width dimension is nonconforming:
Side interior: Seven and one-half percent of lot width.
Side street: Ten percent of lot width.
- (c) Nonconforming lots shall not apply a setback less than ten feet from any property line.
- (2) The maximum lot coverage is 40 percent of the total lot area or the maximum allowed coverage, whichever is more restrictive.
- (3) Accessory structures shall comply with all applicable Code requirements.
- (4) To the extent that an applicant desires to decrease the required setback or increase the height of a structure to more than 35 feet for a bona fide agricultural use, the applicant shall obtain a Special Exception pursuant to Article 170, and demonstrate that the requirement prohibits, restricts, or otherwise limits a generally accepted farming practice.

(Ord. No. 2018-11 , § 2(Exh. A), 9-18-2018)

Section 20-040. Height.

No buildings or structure, or part thereof, shall be erected or maintained to a height exceeding 35 feet in the Agriculture Residential (AR) zoning district except for those specifically excepted from height limitations are identified in Section 15-015, "Exceptions from height limitations."

Section 20-050. Recreational vehicles.

- (A) For properties which have a permitted residential structure within the agricultural residential zoning district, recreational vehicles shall be allowed on a temporary basis for living and sleeping purposes, provided there are no adjudicated Town Code violations pending against the property and/or unresolved penalties associated therewith subject to the following conditions:
- (1) A registration permit, (the fee for the registration permit shall be set by a resolution of the Town Council) which shall only be valid for a less than 180 days and shall be required for each recreational vehicle parking space on an annual basis and shall be placed on the recreational vehicle occupying parking space where it can be seen from the exterior of the recreational vehicle;
 - (2) No recreational vehicle shall be allowed on a parcel less than one acre. One recreational vehicle shall be allowed on a parcel consisting of one acre and less than two acres; a maximum of two recreational vehicles shall be allowed on a parcel consisting of two acres and less than ten acres; and, no more than four recreational vehicles shall be allowed on a parcel consisting of ten acres or more;
 - (3) The person or persons residing in the recreational vehicle must demonstrate a permanent residence in another location;
 - (4) The placement of the recreational vehicle must be setback from all property lines by at least 25 feet;
 - (5) The recreational vehicle shall be hooked up to or have access to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by, or approved by, the health department and applicable building and zoning codes, where required; portable/ pump-able septic tanks as well as the waste removal therefrom are permitted under this section subject to the requirements set forth hereinabove.
 - (6) Upon expiration of the registration permit the recreational vehicle shall not remain on property parked or stored and shall be removed from the property and any application for a new registration permit for that property may only occur after a minimum time period of six months has expired, unless the parking space was initially used for a period of less than six months, then a permit may be issued for the time period remaining on the initial six-month time period;
 - (7) The parcel owner, where the recreational vehicle(s) site is located, shall be required to allow Town staff, or its agents, to inspect the recreational vehicle(s) in such a manner and time as determined by the Town Manager, upon at least 24 hours' notice.
 - (8) Recreational vehicles shall only be used for their designed and intended purpose as evidence by the manufacturer's certification.
 - (9) A recreational vehicle that is not occupied must be owned or leased by the property owner or tenant of the property.
 - (10) Unoccupied recreational vehicles shall not be used for storage or any other non-residential use for which it was not designed and manufactured as evidenced by the manufacturer's certification.
 - (11) No recreational vehicle shall be kept in an abandoned, inoperable, junked, disabled, wrecked, discarded or otherwise unused condition.
- (B) This section shall not apply to caretaker's quarters, groom's quarters and construction trailers.
- (C) Any violation of this section may subject the property owner and/or recreational vehicle user to code enforcement action or any other legal action as determined by the Town.
- (D) Requests for such a registration permit shall be submitted in writing to the Town Manager together with such fees, if any, as the Town requires and is set forth in the Town Code.

(Ord. No. 2020-07 , § 2, 3-16-2021)

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is an appraisal report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice. As such, it presents summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is summarized in this report and/or retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for unauthorized use of this report.
2. Unless otherwise stated, the value appearing in this appraisal represents our opinion of the Market Value of the value defined AS OF THE DATE SPECIFIED. Values of real estate are affected by national and local conditions and, consequently, will vary with future changes in such conditions.
3. Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use. The physical report(s) remain the property of the Appraiser for the use of the client, the fee being for the analytical services only. The report may not be used for any purpose by any person or corporation other than the client or the party to whom it is addressed, or copied without the written consent of an officer of the appraisal firm of Parrish & Edwards, Inc., and then only in its entirety.
4. Neither all, nor any part of, the contents of this report shall be conveyed to the public through advertising, public relations efforts, news sales, or other media without written consent and approval of an officer of Parrish & Edwards, Inc.; nor may any reference be made in such public communications to the Appraisal Institute or the MAI/SRA/SRPA designations.
5. The Appraiser may not divulge the material contents of the report, analytical findings, or conclusions, or give a copy of the report to anyone other than the client or his designee, as specified in writing, except as may be required by the Appraisal Institute or as they may request in confidence for ethics enforcement or by a court of law or body with the power of subpoena.

ASSUMPTIONS AND LIMITING CONDITIONS (CONT'D)

6. Analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
7. This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis which are set forth were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as Review Appraiser. No change of any item in the report shall be made by anyone other than the Appraiser, and the Appraiser and the firm shall have no responsibility if any such unauthorized change is made.
8. No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.
9. No responsibility is assumed for accuracy of information furnished by or from others, the clients, his designee, or public records. We are not liable for such information or the work of possible subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit. All are considered appropriate for inclusion to the best of our factual judgment and knowledge.
10. The contract for appraisal, consultation, or analytical service is fulfilled and the total fee payable upon completion of the report. The Appraiser or those assisting the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal in full or in part nor engage in post-appraisal consultation with client or third parties, except under separate and special arrangement and at an additional fee.

ASSUMPTIONS AND LIMITING CONDITIONS (CONT'D)

11. The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status, as of the date of the photos.
12. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which made it more or less valuable. The Appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these facts. No topographical survey was provided.
13. The distribution of the total valuation of this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in the conjunction with any other appraisal, no matter how similar, and are invalid if so used.
14. No environmental or impact studies, special market studies or analyses, highest and best use analysis study, or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The Appraiser reserves the unlimited right to alter, amend, revise, or rescind any of the statements, findings, opinions, values, estimates, or conclusions upon any subsequent such study or analysis of previous study or analysis, subsequently becoming known to him.
15. The market value estimated and the cost used are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.
16. This appraisal expresses our opinion and employment to make this appraisal was in no way contingent upon the reporting of a predetermined value or conclusion. The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report.

ASSUMPTIONS AND LIMITING CONDITIONS (CONT'D)

17. The value estimate in this appraisal report is gross without consideration given to any encumbrance, restriction, or questions of title unless specifically defined. The estimate of value in the appraisal report is not based in whole or in part upon the race, color, national origin of the present owners, or occupants of the properties in the vicinity of the property appraised.
18. In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea formaldehyde foam insulation, and/or the existence of toxic waste, which may or may not be present on the property, has not been considered. The Appraiser is not qualified to detect such substances. We urge the client to retain an expert in this field, if desired.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the Appraiser become aware of such during the Appraiser's inspection. The Appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The Appraiser, however, is not qualified to test such substances or conditions. The presence of such substances such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions may affect the value of the property. The value estimate is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate, if so desired.

ASSUMPTIONS AND LIMITING CONDITIONS (CONT'D)

19. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
20. ACCEPTANCE OF, AND/OR USE OF, THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE PRECEDING CONDITIONS.

QUALIFICATIONS

BRIAN G. "BRIG" EDWARDS, MAI
STATE CERTIFIED GENERAL REAL ESTATE APPRAISER #RZ1303

PERSONAL

Born in Rome, GA. Resident of Palm Beach County, Florida for over 40 years.

EDUCATION

University of Florida - 1980-1985
 B.S. Degree in Chemical Engineering

University of Texas at Austin - 1987-1989
 Master's in Business Administration (MBA) with a concentration in real estate.

PROFESSIONAL AFFILIATIONS

Member - The Appraisal Institute, MAI Member No. 10,815 (1995)

PROFESSIONAL SERVICE

Served as a Special Master to oversee Tax Appeals for Palm Beach County.
 Qualified as an Expert Witness in Palm Beach County Circuit Court.

GEOGRAPHIC LOCATIONS FOR ASSIGNMENTS COMPLETED

Florida	Virginia	Pennsylvania
Wisconsin	Texas	Connecticut

WORK EXPERIENCE

Parrish & Edwards, Inc. - Partner, January, 1997 to Present
 Commercial Appraiser, August 1989 to January, 1997

Golf Investment Advisors, Inc. - Principal, October 1998 to June 2001

Bailey Controls Company, Houston, TX - Acting District Service Manager 1986-1987
 Service Engineer 1985-1986

TYPES OF PROPERTY APPRAISED

Adult Congregate Living Facilities (ACLF)	Office Buildings
Apartment Complexes	Permanent Easements
Community Shopping Centers	Residential Projects
Distribution Warehouses	Restaurants
Golf Courses	R/W Acquisitions
Hotels/Motels	Service Stations
Manufacturing Plants	Single Family Residences
Marina	Special Purpose Properties
Mini-Storage Facilities	Vacant Acreage: Commercial & Residential
Multi-Family Up to 4 Units	Vacant Lots
Neighborhood Shopping Centers	Wetlands

TYPES OF VALUATION/CONSULTATION SERVICES PERFORMED

Appraisals	Leasehold & Lease Fee Valuations
Condemnations	Market Studies
Feasibility	Reproduction/Replacement Cost Estimates
Highest & Best Use Studies	

PROFESSIONAL COURSES / SEMINARS (MOST RECENT)

Valuation Bias: The Invisible Fence of Racial Discrimination, October 2025
 Online Business Practices and Ethics, June 2025
 Performing Estate Appraisals, May 2025
 FL Appraisal Laws and Regulations, May 2025
 FL National USPAP, May 2025
 Appraisal of Industrial & Flex Buildings, May 2025
 Real Estate CE with Ethics and Core Law, March 2025
 FL Appraisal Laws and Regulations, December 2023
 FL National USPAP, December 2023
 Supporting Your Adjustments – Methods for Residential Appraisers, December 2023
 Market Disturbances – Appraisals in Atypical Markets and Cycles, December 2023
 The Income Approach: An Overview, December 2023
 The Sales Comparison Approach, December 2023
 Appraisal of Owner Occupied Commercial Properties, January 2021
 Appraising Small Apartment Buildings, January 2021
 Online Business Practices and Ethics, January 2021
 The Cost Approach, January 2021
 Commercial Land Valuation, January 2021
 Intro to Expert Witness Testimony, December 2020
 Uniform Appraisal Standards-Federal Land Acquisitions (Yellow Book), Dec., 2020
 Commercial Land Valuation, November 2020
 Online Business Practices and Ethics, February 2020
 FL National USPAP, February 2020
 Real Estate for Sales Associate, January 2020
 Managing Appraiser Liability, December 2019
 The Income Approach: An Overview, November 2019
 The Cost Approach, November 2019
 Florida Appraisal Law, June 2018
 FL National USPAP, June 2018
 Appraisal of Owner Occupied Commercial Properties, December 2017
 Appraising Small Apartment Properties, December 2017
 Appraisal of Land Subject to Ground Leases, January 2017
 FL National USPAP, October 2015
 Appraisal Law and Regulations, September 2015
 Appraisal of self Storage Facilities, May 2015
 Essential Elements/Disclosures/Disclaimers, May 2015
 Appraisal of Assisted Living Facilities, May 2015
 Online Business Practices and Ethics, May 2015
 Online Analyzing Operating Expense, January, 2014
 The Cost Approach, January, 2014
 The Dirty Dozen, January 2014
 Appraisal Application of Regression Analysis, October, 2013
 FL Appraisal Laws and Regulations, September 2013
 FL National USPAP, September 2013
 Using your HP12C Financial Calculator, October 2012
 Florida Appraisal Laws and Rules October 2012
 FL National USPAP, January 2012
 Appraisal/Analysis Income Properties, December 2011
 Ad Valorem Tax Consultation, December 2010
 Appraisal/Analysis Office Buildings for Mtg. Underwriting, December 2010
 FL National USPAP, November 2010
 Florida Appraisal Laws and Regulations February 2010
 Feasibility, Market Value, Investment Timing: Option Value January 2010
 Cost Approach January 2010
 Florida Supervisor/Trainee Roles and Relationships January 2010
 Income Capitalization January 2010
 Online Analyzing Operating Expenses January 2010



Ron DeSantis, Governor

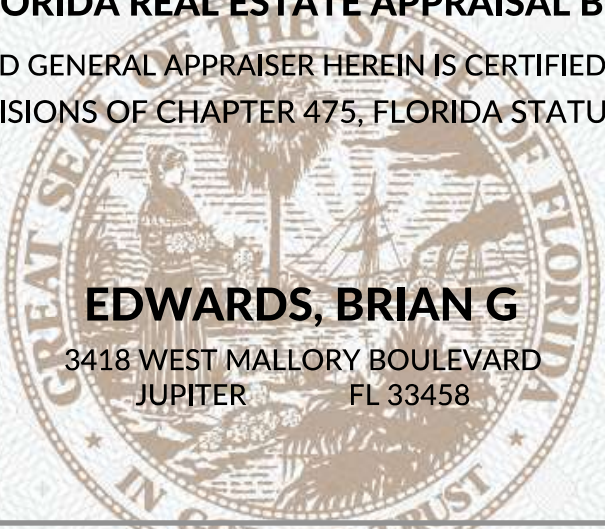
Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



EDWARDS, BRIAN G

3418 WEST MALLORY BOULEVARD
JUPITER FL 33458

LICENSE NUMBER: RZ1303

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



- A publicly noticed Agenda Review Workshop Meeting during operating costs to be held on Wednesday or Thursday (no later than 12:00 PM) of that same week.
- The full draft agenda packet will be provided electronically, no hard copies.
- The meeting will:
 - Be conducted via Zoom;
 - Be live-streamed to YouTube;
 - Include access links for Council, staff, and the public (no public interaction); and
 - Be viewable in Town Hall Chambers (if during operating hours).

3. Meeting Structure

- This workshop is strictly for:
 - Council Members to ask questions of staff and consultants; and
 - Council to request modifications or clarifications to the agenda items.
- Public participation will be limited to observation only.

4. Final Agenda Publication

- Following the workshop, staff will finalize revisions; and
- The Final Agenda will be published on Friday.

5. Regular Town Council Meeting

- The Regular Meeting will proceed the following week with:
 - Better-informed Council Members;
 - Fewer clarifications needed during the meeting; and
 - Increased efficiency and reduced meeting duration.

To further modernize operations and reduce costs:

- There may be a potential cost of up \$100.00 per month for additional features for Zoom program, which will be assessed during implementation of the meetings, if needed;
- Council Members are encouraged to utilize iPads or computers for agenda packets; and
- Electronic packets allow for:
 - Real-time updates
 - Improved accessibility
 - Reduced printing and material costs
 - Environmental benefits (“saving the trees”).

EXAMPLE TIMELINE

- April 28, 2026 (Tuesday): Draft Agenda Published
- April 30, 2026 (Thursday at 10:00 AM): Agenda Review Workshop (Zoom)
- May 1, 2026 (Friday): Final Agenda Published
- May 5, 2026 (Tuesday): Regular Town Council Meeting

Recommendation/Motion:

Town Council discussion and direction to staff. Approval of this item would require the repeal of Resolution No. 2024-20 and amendment to the Town Council Rules of Procedure with regards to the virtual meeting quorum requirement.

Attachments:

1. Resolution 2024-20
2. Town Council Rules of Order and Procedure

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024-20**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
LOXAHATCHEE GROVES, FLORIDA, ADOPTING REVISIONS TO THE
TOWN COUNCIL RULES OF ORDER AND PROCEDURE; PROVIDING FOR
SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.**

WHEREAS, Section 5 of Charter of the Town of Loxahatchee Groves, Florida, authorizes the Town Council to determine times and places and its own rules and order of business for the conduct of meetings of the Town Council; and

WHEREAS, by Ordinance No. 2008-04, the Town Council adopted, in pertinent part, Sec. 2-22, Special meetings of Town Council and Sec. 2-23, Town Council meetings generally into its Code of Ordinances setting forth some time, place, rules, and order provisions for meetings of the Town Council; and

WHEREAS, in Resolution No. 2019-65, the Town Council repealed Administrative Policy 3-13 and adopted in its place certain rules of order and procedure for meetings of the Town Council; and

WHEREAS, the Town Council has determined that the aforementioned rules of order and procedure should be revised to promote the orderly and efficient conduct of meetings; and

WHEREAS, the Town Council has determined that the Town Council Rules of Order and Procedure adopted by Resolution No. 2019-65 should be repealed and replaced with those in the attached Exhibit "A."

NOW, THEREFORE, be it resolved by the Town Council of the Town of Loxahatchee Groves, Florida, as follows:

Section 1. The foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby adopts the Town Council Rules of Order and Procedure attached hereto as Exhibit “A”, as supplemental to the rules and procedures in Sec. 2-22 and 2-23 of the Code of Ordinances.

Section 3. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall take effect upon its adoption.

Councilmember Danowski offered the foregoing resolution. Councilmember Maniglia seconded the motion, and upon being put to a vote, the vote was as follows:

[Remainder of the page intentionally blank.]

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
<u>Anita Kane</u> , MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Marg Herzog</u> , VICE MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Laura Danowski</u> , COUNCILMEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Phillis Maniglia</u> , COUNCILMEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Robert Shorr</u> , COUNCILMEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 2 DAY OF JULY 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Valerie Dakes
Town Clerk

Anita Kane
Mayor

Margaret Herzog
Vice Mayor

APPROVED AS TO LEGAL FORM:

[Signature]
Office of the Town Attorney

Laura Danowski
Councilmember LAURA DANOWSKI

[Signature]
Councilmember

[Signature]
Councilmember Robert Shorr

Exhibit "A"
to Resolution No. 2024-20

[Remainder of the page intentionally blank.]

TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL RULES OF ORDER AND PROCEDURE
Adopted July 2, 2024, via Resolution 2024-20**Rule 1. Public Meetings.**

- 1.1 All Town Council meetings shall be open to the public except as otherwise provided by law.

Rule 2. Regular Meetings.

- 2.1 The Town Council shall meet the first Tuesday of each month at 6:30 p.m. in Town Hall. This date may be changed from time to time as needed by a majority vote of the Town Council. In order to continue a meeting beyond 10:30 p.m. a vote to continue the meeting for each ½ hour thereafter must be approved by a majority of the Council. Agenda items scheduled but not considered during a meeting shall be automatically set over by the town clerk to the next town council meeting or may be considered at a special meeting called for that purpose in the manner provided herein. In setting matters over to the next meeting or a special meeting, the town clerk is directed to take into consideration all notice provisions relative to municipal ordinances and, specifically, F.S. § 166.041.
- 2.2 The Town Clerk or designee shall prepare the agenda, notices, and package materials for the meetings as required by Florida law.

Rule 3. Special Meetings

- 3.1 A Special Meeting may be called by the Mayor or a majority of the Town Council as necessary. The Town Clerk or designee shall prepare the agenda, notices, and package materials for the meetings as required by Florida law. Such notification shall be given no less than 72 hours before commencement of the special meeting and shall state the time, place, and subject of the meeting. **In the event a Council Member, preferable in writing, requests a special meeting, the Town Manager shall, as soon as practicable, confer with the Mayor and then Council members to determine if a special meeting should be scheduled.**
- 3.2 The Mayor, Town Manager, or a majority of the Council Members may call an Emergency Town Council meeting when a sudden, urgent event or situation arises necessitating immediate action and judgment. The Town Clerk or designee shall post the agenda and notify each Town Council Member, the Town Manager, and Town Attorney immediately. Such notification shall be given as soon as practicable before commencement of the meeting and shall state the time, place, and subject of the meeting. **In the event a Council Member, preferable in writing, requests an emergency meeting, the Town**

Manager shall, as soon as practicable, confer with the Mayor and then Council members to determine if an emergency meeting should be scheduled.

Rule 4. Adjourned Meeting A Town Council session may be adjourned or continued from day to day or for more than one day, but the adjournment shall not be extended beyond the next regular meeting.

Rule 5. Presiding Officer

- 5.1 The Mayor shall preside at Town Council meetings and shall be recognized as head of the Town government for ceremonial purposes and by the Governor for martial law purposes.
- 5.2 The Vice-Mayor shall act as Mayor during the absence or disability of the Mayor and if a vacancy in the office of the mayor occurs, shall become interim Mayor until a Mayor is selected by a majority vote of the Council at the next regular council meeting.
- 5.3 In the absence of the Mayor and Vice-Mayor the Council member with the most seniority shall act as the Presiding Officer. In the event there is more than one Council member with the most seniority the Council members shall select the Presiding Officer.

Rule 6. Corporate Seal The duly appointed Town Clerk shall keep in custody the Town's corporate seal and ensure its proper and lawful use on behalf of the Town. No person shall use the Town Seal for a purpose other than official Town business.

Rule 7. Presentations & Public Comment

- 7.1 Town Council meetings are business meetings of the Council and the right to limit discussion rests with the Council.
- 7.2 Except as otherwise set forth in these Rules, persons who make a presentation to the Town Council must limit the duration of their presentation to 15 minutes. Exceptions may be granted by the Presiding Officer.
- 7.3 Public Comments made by a member of the public will be limited to one time per subject matter for a total of three minutes. Exceptions may be granted by the Presiding Officer. Individuals addressing the Council on the same topic as an individual who has already spoken should attempt to provide new information and not repeat the comments of the previous speakers. Where possible, individual grievances should first be taken up with Town Staff before comments are made at a Town Council meeting. Persons desiring to speak on a topic shall submit a comment card to the Town Clerk. In the alternative, Public Comments may be sent in writing to the Town Clerk. Written Public Comments received by the Town Clerk by noon the day of the meeting will be made part of

the record of the meeting. Written Public Comments received by the Town Clerk will not be read aloud during the meeting. Written Public Comments may be read aloud by another member of the public and may not exceed the length of the comment but in no case longer than three (3) minutes and the written Public Comments must be provided to the Town Clerk by noon the day of the meeting, which must list the proxy to become part of the record of the meeting. All Public Comments will be directed to the Mayor. The Mayor reserves the right to stop comments aimed at individual councilmembers and/or staff as well as inflammatory comments and/or repetitive comments from the Public and/or Councilmembers. The Mayor will invite a staff member or others (including Councilmembers) to respond, if necessary and at his/her sole discretion.

- 7.4 The Town Council may withhold comment or direct the Town Manager to take action on requests or comments.
- 7.5 Each person addressing the Council shall step up to the podium and state his/her name in an audible tone of voice for the record. It is preferred that each person also state his/her address. All public comments must be addressed to the Council as a body and not to individuals. Personal verbal attacks upon Council members, staff, and/or members of the public will not be tolerated. Any person making impertinent obscene, personally insulting, defamatory, or slanderous remarks or who becomes boisterous or disruptive while addressing the Council shall be barred by the presiding officer from speaking further, unless permission to continue or again address the Council is granted by a majority vote of the Council members present.
- 7.6 Each person addressing the Council should refrain from advocating the election or defeat of a candidate for public office of the Town, either partisan or non-partisan: (1.) through the use of words, dates, signs, and/or props that convey a message of express advocacy for a person or group of persons; or (2) through comments that, when taken as a whole, can only be interpreted as advocating the election or defeat of one or more identified candidates.

Rule 8. Decorum and Order

- 8.1 The presiding officer shall preserve decorum and order and decide all questions of order subject to the Council's appeal.
- 8.2 During all meetings of the Town Council, Council members must preserve order and decorum and a Council member shall neither by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council nor disturb any Council member while speaking, or refuse to obey the rules of the Council or its Presiding Officer, except as otherwise provided herein.
- 8.3 No member of the public shall, during a Council meeting, make or cause to be made any disruptive noise or sound, or display any sign or graphic material of any kind in the Council Chambers, except in connection with a presentation

made to the Council by a speaker at the podium.

- 8.4 The presiding officer shall have the authority to recess a meeting in order to re-establish the decorum of the meeting.
- 8.5 The Town Council is committed to maintaining civility in public and political discourse and expects the public to do the same. All comments by members of the Council, advisory board members, staff, and/or the public shall respect the right of all citizens in our community to hold different opinions; avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours; strive to understand differing perspectives; be truthful, not accusatory and avoid distortion; and avoid violence, prejudice and incivility towards citizens, employees, and officials of the Town of Loxahatchee Groves.
- 8.6 If it becomes necessary, the Presiding Officer may recuse the meeting in order to restore decorum and may request the Sheriff's Office assist in maintaining order and decorum at the meeting.

Rule 9. Rules of Debate

- 9.1 Sequence of Debate: With the exception of quasi-judicial matters, items before the Town Council shall be commenced by presentation of the item by a staff member, followed by public comment on the item. Once the presiding officer closes public comment, he or she shall call for a motion and a second on the item and then open debate by the Council. Once debate has concluded on the item, the presiding officer shall call for a vote on the item. A roll call vote may be requested by any Council member on any item.
- 9.2 Presiding Officer May Move, Second & Debate: The Presiding Officer may make a motion or second on any item subject only to such limitations of debate as are imposed by these rules on all Council members and shall not be deprived of any of the rights and privileges of a Council member by reason of the Council member acting as the Presiding Officer.
- 9.3 Responsibility of Presiding Officer: The Presiding Officer has the responsibility of controlling and expediting debate. A Council member who has been recognized to speak on a question has a right to the undivided attention of the Council. The Presiding Officer responsibility is to keep the subject clearly before the Council members, to rule out irrelevant discussion, and to restate the question whenever necessary.
- 9.4 All Members Shall Vote: No member of the Council who is present at any meeting of the Council at which an official decision, ruling or other official action is to be taken or adopted may abstain from voting in regard to such decision, ruling or act and a vote shall be recorded or counted for each such member present, except when, with respect to any such Council member, there is a conflict of interest under the provisions of Chapter 112, Florida Statutes. In such

cases, such Council member shall comply with the disclosure requirements of Section 112.313, Florida Statutes.

- 9.5 Getting the Floor; Improper References to be Avoided: Every Council member desiring to speak shall address the Presiding Officer and upon recognition by the Presiding Officer, shall confine comments to the item under debate, avoiding all personalities and indecorous language.
- 9.6 Interruptions: A Council member, once recognized, shall not be interrupted when speaking except to call the Council member to order or as herein otherwise provided. If a Council member while speaking is called to order, said Council member shall cease speaking until the question of order is determined, and if in order, the Council member shall be permitted to proceed.
- 9.7 Withdrawal of Motions: Any motion before the Council may be withdrawn at any time prior to a vote being taken thereon by the Council member making such motion, upon agreement by the Council member seconding said motion to withdraw the second.
- 9.8 Amending of Motions: At any time during discussion of a motion on the floor, a motion to amend said motion may be made. If the amending motion is seconded, the Council shall at the conclusion of discussion, first vote on the amending motion and then vote upon the original motion in its amended form. An amending motion may be withdrawn in the same manner as set forth in subparagraph 9.7 above.
- 9.9 Motion to Reconsider: A motion to reconsider any action taken by the Council may be made only during the meeting that such action was taken. Such motion must be made by one of the Council members on the prevailing side, but may be seconded by any Council member. The motion to reconsider may be made at any time and have precedence over all other motions. Nothing herein contained shall be construed to prevent any member of the Council from making or remaking the same or any other motion at a subsequent meeting of the Council. **If a meeting is continued to a second night, that is the next day, then this shall be deemed to be part of the initial meeting.**

Rule 10. Appointments to the Council and Boards & Committees

- 10.1 Vacancies on the Town Council of the Town of Loxahatchee Groves shall be announced on the Town Council agenda, and on the Town website. All interested persons shall submit their name and qualifications to the Town Clerk by the deadline stated in the announcement. The Town Clerk shall determine whether or not the interested person is a qualified elector of the Town and submit that information to the Town Council.
- 10.2 To fill a vacancy on the Town Council, pursuant to Section 3.(4)(d)(1) of the Town Charter, the Town Council shall vote by ballot. The Town Clerk shall

prepare the ballots, listing the qualified candidates that submitted a letter of interest and resume by the stated deadline. The Town Council may, by majority vote of the Council, change the voting process at any time.

- 10.3 Vacancies on any Board or Committee of the Town of Loxahatchee Groves shall be announced on the Town Council agenda, and on the Town website. All interested persons shall submit an application to the Town Clerk by the deadline stated in the announcement. The Town Clerk shall determine whether or not the interested person is eligible and qualified pursuant to the requirements of the Board or Committee and submit that information to the Town Council.
- 10.4 To fill a vacancy on any Board or Committee of the Town other than the Town Council, the Town Council shall vote on the appointment by motion and second.

Rule 11. Quorum A majority of the full Council shall constitute a quorum. No ordinance, resolution, or motion shall be adopted except by the affirmative vote of at least three members of the Town Council. If no quorum exists within fifteen(15) minutes after the time designated for the meeting of the Council to commence or if a quorum is lost, the Mayor or the Vice Mayor or, in their absence, the Council Member with the most seniority, shall adjourn the meeting. The names of the members present and the time of adjournment shall be recorded in the minutes by the Clerk.

Rule 12. Absent Member Participation by Telephone Conference

A member of the Town Council who is absent, with excuse, may participate and vote by telephone conference in a Council meeting where there is a physical quorum present at the physical meeting site and where the Council determines that extraordinary circumstances exist to justify the Council allowing the Member to participate by telephone. However, a Council member shall not be allowed to participate by phone in a quasi-judicial hearings.

Rule 13. Suspension and Amendment of these Rules

- 13.1 Suspension of Rules: Any provision of these rules not governed by the Town Charter or Town Code may be temporarily suspended by a vote of a majority of the Town Council.
- 13.2 Amendment of Rules: These rules may be amended, or new rules adopted, by a majority vote of the Town Council, provided that the proposed amendments or new rules shall have been introduced into the record.

Rule 14. Preparation/Delivery of Agenda The Town Manager, Town Clerk or designee shall prepare the agenda and make every effort to deliver a complete agenda kit to the Council Members no later than 5 :00 P.M. on the Wednesday prior to the regular meeting. Agenda kits for special and emergency meetings will be distributed in as timely a manner as possible. The agenda, as well as lengthy reports and standard contracts that are part of the agenda's back-up documentation, shall be available for review in Town Administration.

Rule 15. Special Presentations This is the segment of the meeting where positive recognition is expressed. Proclamations are typically presented at the beginning of the meeting. Should a Council Member desire a proclamation that will be delivered elsewhere, it should be brought up under their comments for Council authorization. A proclamation should always “proclaim” a day, week, or month as something specific. Certificates of Appreciation and Commendation should be done when honoring an individual or accomplishment. Whenever practical, the use of certificates is encouraged.

Rule 16. Council Member Comments

- 16.1 The purpose of Council Member Comments is to promote the public discussion of matters relating to Town business and to encourage the dissemination of information. Any Council Member may submit reports and information on items relating to Town business. When possible, the other Council Members, the Town Manager, and the Town Attorney should receive such materials in advance. Council Members may also request the preparation of proclamations, resolutions, ordinances, reports, and other actions of the Council during this portion of the agenda, subject to majority consensus. All such requests shall be referred to the Manager or the Attorney, as appropriate.
- 16.2 Official actions may not be taken under Council Member Comments other than by a majority of the Council to provide staff direction.
- 16.3 Council Members should refrain from advocating the election or defeat of a candidate for public office, either partisan or non-partisan: (1.) through the use of words, dates, signs, props and/or wearing apparel that convey a message of express advocacy for a person or group of persons; or (2) through comments that, when taken as a whole, can only be interpreted as advocating the election or defeat of one or more identified candidates.

Rule 17. Council Member Attendance at Other Meetings

- 17.1 Council Members may attend but may not speak at Town advisory board meetings.
- 17.2 Council Members may attend and speak at meetings of outside boards and committees. If speaking at such meetings, the Council Member speaks for Town Council and must accurately represent the position of Town Council and not that of the individual Council Member.

Adopted by Resolution 2024-20 on July 2, 2024.