



**BANYAN CAY
COMMUNITY DEVELOPMENT
DISTRICT**

PALM BEACH COUNTY

**REGULAR BOARD MEETING
MAY 11, 2026
11:00 A.M.**

Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

www.banyancaycdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
BANYAN CAY
COMMUNITY DEVELOPMENT DISTRICT
Conference Room of Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
REGULAR BOARD MEETING
May 11, 2026
11:00 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Consider Board Member Resignation.....Page 2
- D. Establish Quorum
- E. Additions or Deletions to Agenda
- F. Comments from the Public for Items Not on the Agenda
- G. Approval of Minutes
 - 1. November 20, 2025 Regular Board Meeting Minutes.....Page 3
- H. Old Business
- I. New Business
 - 1. Consider Resolution No. 2026-01 – Adopting a Fiscal Year 2026/2027 Proposed Budget.....Page 7
 - 2. Consider Approval of Attorneys Fee Adjustment – LLW.....Page 14
 - 3. Consider Ratification of Declaration of Restrictive Covenant and Three Subordinations of Mortgage.....Page 16
- J. Administrative Matters
- K. Board Member Comments
- L. Adjourn

Publication Date
2026-05-01

Subcategory
Miscellaneous Notices

BANYAN CAY COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING

NOTICE IS HEREBY GIVEN that the Banyan Cay Community Development District (the District) will hold a Regular Board Meeting (the Meeting) of its Board of Supervisors (the Board) on May 11, 2026, at 11:00 a.m. in the Conference Room of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410. The Meeting is being held for the necessary public purpose of considering agenda items related to the District. At such time, the Board is so authorized and may consider any business that may properly come before it.

A copy of the agenda for the Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., at (561) 630-4922 or jpierman@sdsinc.org (the District Managers Office) during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting.

Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Managers Office. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

District Manager
BANYAN CAY COMMUNITY
DEVELOPMENT DISTRICT
www.banyancaycdd.org
5/1/26 #12281307

11:52

71

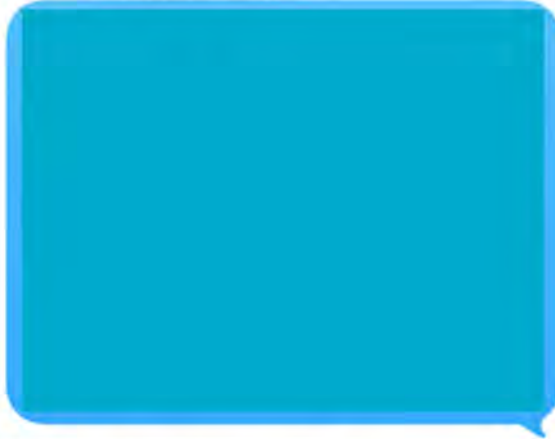
< 26



things are good- ver

Ryan

Sat, May 21 at 7:05 AM



Thank you **Alicia**- I am sorry the news came while you were away. We will speak more when you return

Sun, Aug 17 at 1:46 PM

Alicia- I am formally resigning from the CDD Property Association board. Thank you, Ryan Carroll



Thank you for your service! We will resign you from CDD board

**BANYAN CAY COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 20, 2025**

A. CALL TO ORDER

The November 20, 2025, Regular Board Meeting of the Banyan Cay Community Development District (the “District”) was called to order at 9:22 a.m. in the Conference Room of Special District Services, Inc., located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on October 3, 2025, as part of the District’s Fiscal Year 2025/2026 Meeting Schedule, as legally required.

C. SEAT NEW BOARD MEMBERS

D. ADMINISTER OATH OFFICE AND REVIEW BOARD MEMBER RESPONSIBILITIES & DUTIES

E. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Chairperson	Alicia Lewis	Present
Vice Chairman	Greg Jaffe	Present
Supervisor	Ryan Carroll	Absent
Supervisor	Mark Carter	Present
Vacant		

Also in attendance were:

District Manager	Jason Pierman	Special District Services, Inc.
	Megan Bowden	Special District Services, Inc.

F. ELECTION OF OFFICERS

A **motion** was made by Mr. Jaffe, seconded by Mr. Carter and unanimously passed electing the following slate of officers:

- Chair: Alicia Lewis
- Vice Chair: Greg Jaffe
- Secretary/Treasurer: Jason Pierman
- Assistant Secretary: Ryan Carroll

- Assistant Secretary: Mark Carter

G. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

H. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

I. APPROVAL OF MINUTES

1. June 27, 2025, Public Hearing & Regular Board Meeting

The minutes of the June 27, 2025, Public Hearing & Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Jaffe, seconded by Mr. Carter and passed unanimously approving the minutes of the June 27, 2025, Public Hearing & Regular Board Meeting, as presented.

J. OLD BUSINESS

There were no Old Business items to come before the Board.

K. NEW BUSINESS

1. Consider Resolution No. 2025-04 – Adopting a Fiscal Year 2024/2025 Amended Budget

Resolution No. 2025-04 was presented, entitled:

RESOLUTION NO. 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BANYAN CAY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2024/2025 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Jaffe, seconded by Mr. Carter and passed unanimously adopting Resolution No. 2025-04, as presented.

2. Consider Resolution No. 2025-05 – Goals and Objectives Annual Report

Resolution No. 2025-05 was presented, entitled:

RESOLUTION NO. 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BANYAN CAY COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN

ANNUAL REPORT OF GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Jaffe, seconded by Mr. Carter and passed unanimously adopting Resolution No. 2025-05, as presented.

L. AUDITOR SELECTION COMMITTEE

1. Ranking of Proposals/Consider Selection of an Auditor

Mr. Pierman explained that, at this time, it was in order for the Board to convene as the Auditor Selection Committee to review the results of the auditor selection criteria from the responding firms.

Mr. Pierman explained that there were two respondents: Grau & Associates and Richie Tandoc.

A **motion** was made by Mr. Jaffe, seconded by Mr. Carter and unanimously passed rating Grau & Associates as number one, and Richie Tandoc as number 2, and recessing the Auditor Selection Committee and resuming the Regular Board Meeting.

Sitting as the Board, a **motion** was made by Mr. Jaffe, seconded by Mr. Carter and unanimously passed accepting the recommendation of the Auditor Selection Committee and directing staff to enter into negotiations with the highest ranked firm.

M. ADMINISTRATIVE MATTERS

Mr. Pierman reminded the Board to complete their ethics training before the end of the year and noted that the next meeting would be held on April 16, 2026.

N. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

O. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Jaffe, seconded by Mr. Carter and passed unanimously adjourning the meeting at 9:34 a.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

RESOLUTION NO. 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BANYAN CAY COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026/2027; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Banyan Cay Community Development District (“District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2026/2027 has been prepared and considered by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BANYAN CAY COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2026/2027 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for July 16, 2026 at 9:00 a.m. at the offices of Special District Services, Inc., 2501A Burns Rd., Palm Beach Gardens, FL 33410, for the purpose of receiving public comments on the Proposed Fiscal Year 2026/2027 Budget.

PASSED, ADOPTED and EFFECTIVE this 11th day of May, 2026.

ATTEST:

**BANYAN CAY
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Banyan Cay
Community Development District

**Proposed Budget For
Fiscal Year 2026/2027
October 1, 2026 - September 30, 2027**

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- III DETAILED PROPOSED DEBT SERVICE FUND BUDGET**
- IV ASSESSMENT COMPARISON**

PROPOSED BUDGET
BANYAN CAY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2026/2027 BUDGET
REVENUES	
O&M Assessments	87,967
Debt Assessments	425,532
Interest Income	840
TOTAL REVENUES	\$ 514,339
EXPENDITURES	
Supervisor Fees	0
Engineering/Inspections	8,000
Management	27,684
Legal	18,000
Assessment Roll	5,000
Audit Fees	4,100
Arbitrage Rebate Fee	650
Insurance	8,000
Legal Advertisements	1,400
Miscellaneous	1,300
Postage	320
Office Supplies	600
Dues & Subscriptions	175
Trustee Fees	4,150
Continuing Disclosure Fee	1,000
Website Management	2,000
Lake Maintenance	0
Reserve	1,150
TOTAL EXPENDITURES	\$ 83,529
REVENUES LESS EXPENDITURES	\$ 430,810
Bond Payments	(400,000)
BALANCE	\$ 30,810
County Appraiser & Tax Collector Fee	(10,270)
Discounts For Early Payments	(20,540)
EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
BANYAN CAY COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
REVENUES				
O&M Assessments	103,599	88,020	87,967	Expenditures Less Interest /.94
Debt Assessments	425,532	425,532	425,532	Bond Payments/.94
Interest Income	3,429	720	840	Projected At \$70 Per Month
TOTAL REVENUES	\$ 532,560	\$ 514,272	\$ 514,339	
EXPENDITURES				
Supervisor Fees	0	0	0	
Engineering/Inspections	8,000	8,000	8,000	No Change From 2025/2026 Budget
Management	26,208	26,964	27,684	CPI Increase
Legal	11,452	19,000	18,000	FY 25/26 Expenditures Through Feb 26 Were \$1,627
Assessment Roll	5,000	5,000	5,000	As Per Contract
Audit Fees	4,600	4,800	4,100	Accepted Amount For 2025/2026 Audit
Arbitrage Rebate Fee	650	650	650	No Change From 2025/2026 Budget
Insurance	6,858	7,250	8,000	FY 25/26 Expenditure Was \$7,269
Legal Advertisements	912	1,400	1,400	No Change From 2025/2026 Budget
Miscellaneous	0	1,350	1,300	\$50 Decrease From 2025/2026 Budget
Postage	33	345	320	\$25 Decrease From 2025/2026 Budget
Office Supplies	156	625	600	\$25 Decrease From 2025/2026 Budget
Dues & Subscriptions	175	175	175	No Change From 2025/2026 Budget
Trustee Fees	4,139	4,150	4,150	No Change From 2025/2026 Budget
Continuing Disclosure Fee	1,000	1,000	1,000	No Change From 2025/2026 Budget
Website Management	2,000	2,000	2,000	No Change From 2025/2026 Budget
Lake Maintenance	10,917	0	0	Responsibility Of POA
Reserve	0	750	1,150	Reserve
TOTAL EXPENDITURES	\$ 82,100	\$ 83,459	\$ 83,529	
REVENUES LESS EXPENDITURES	\$ 450,460	\$ 430,813	\$ 430,810	
Bond Payments	(420,178)	(400,000)	(400,000)	2027 Principal & Interest Payments
BALANCE	\$ 30,282	\$ 30,813	\$ 30,810	
County Appraiser & Tax Collector Fee	(2,791)	(10,271)	(10,270)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(1,368)	(20,542)	(20,540)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 26,123	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET

BANYAN CAY COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2026/2027

OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	
REVENUES				COMMENTS
Interest Income	26,564	1,000	1,000	Projected Interest For 2026/2027
NAV Tax Collection	420,178	400,000	400,000	Maximum Debt Service Collection
Total Revenues	\$ 446,742	\$ 401,000	\$ 401,000	
EXPENDITURES				
Principal Payments	135,000	145,000	150,000	Principal Payment Due In 2027
Interest Payments	260,106	254,400	248,600	Interest Payments Due In 2027
Transfer To Construction Fund	17,551	0	0	
Bond Redemption	0	1,600	2,400	Estimated Excess Debt Collections
Total Expenditures	\$ 412,657	\$ 401,000	\$ 401,000	
Excess/ (Shortfall)	\$ 34,085	\$ -	\$ -	

Series 2020 Bond Information

Original Par Amount =	\$6,895,000	Annual Principal Payments Due =	November 1st
Interest Rate =	2.75% - 4.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2020		
Maturity Date =	November 2051		
 Par Amount As Of 1/1/26 =	 \$6,360,000		

**Banyan Cay Community Development District
Assessment Comparison**

	Fiscal Year 2023/2024 Assessment*	Fiscal Year 2024/2025 Assessment*	Fiscal Year 2025/2026 Assessment*	Fiscal Year 2025/2026 Projected Assessment*
O & M For Estate Homes	\$ 416.66	\$ 416.64	\$ 357.81	\$ 357.60
<u>Debt For Estate Homes</u>	\$ 1,789.13	\$ 1,789.13	\$ 1,789.13	\$ 1,789.13
Total For Estate Homes	\$ 2,205.79	\$ 2,205.77	\$ 2,146.94	\$ 2,146.73
O & M For Hotel Room/Units	\$ 416.66	\$ 416.64	\$ 357.81	\$ 357.60
<u>Debt For Hotel Room/Units</u>	\$ 1,789.13	\$ 1,789.13	\$ 1,789.13	\$ 1,789.13
Total For Hotel	\$ 2,205.79	\$ 2,205.77	\$ 2,146.94	\$ 2,146.73
O & M For Resort Villas	\$ 416.66	\$ 416.64	\$ 357.81	\$ 357.60
<u>Debt For Resort Villas</u>	\$ 1,431.30	\$ 1,431.30	\$ 1,431.30	\$ 1,431.30
Total For Resort Villas	\$ 1,847.96	\$ 1,847.94	\$ 1,789.11	\$ 1,788.90
O & M For Clubhouse Component	\$ 9,166.52	\$ 9,166.08	\$ 7,871.82	\$ 7,867.20
<u>Debt For Clubhouse Component</u>	\$ 32,639.00	\$ 32,639.00	\$ 32,639.00	\$ 32,639.00
Total For Clubhouse Component	\$ 41,805.52	\$ 41,805.08	\$ 40,510.82	\$ 40,506.20

* Assessments Include the Following :

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

Community Information - Phase One:

Estate Homes	52
Hotel Units/Room	150
Resort Villas	22
<u>Clubhouse Component</u>	<u>22</u>
Total Units	246

Clubhouse Component Is 18,243 Square Feet



Reply to: West Palm Beach

MEMORANDUM

TO: Banyan Cay Community Development District
FROM: William G. Capko
DATE: January 8, 2026
SUBJECT: **2026 Hourly Billing Rates**

Happy New Year! In accordance with our Engagement Agreement with you, please find enclosed our Firm’s 2026 Hourly Billing Rates. In adjusting these rates, we considered current market conditions, the services we provide and the costs that are included in the rate. We are confident that our 2026 rates are fair and highly competitive within our areas of practice and for our range of experience.

We remain committed to providing you with the best possible legal services. To this end we have assembled one of the best legal teams in Florida. We also continue to make significant investments in our technology that are needed to provide the standard of service that you expect. We value your trust, and we are committed to validating that trust.

Next month’s invoice will reflect the 2026 rates. Please do not hesitate to call me if you have any questions, or if you would like to discuss any of these changes.

JACKSONVILLE
245 Riverside Ave.
Suite 510
Jacksonville, Florida 32202
T: 904.353.6410
F: 904.353.7619

ST. PETERSBURG
100 Second Ave., South
Suite 501-S
St. Petersburg, Florida 33701
T: 727.245.0820
F: 727.290.4057

TALLAHASSEE
106 East College Avenue
Suite 1500
Tallahassee, Florida 32301
T: 850.222.5702
F: 850.224.9242

TAMPA
301 West Platt St.
Suite A364
Tampa, Florida 33606
T: 813.775.2331

WEST PALM BEACH
360 South Rosemary Ave.
Suite 1100
West Palm Beach, FL 33401
T: 561.640.0820
F: 561.640.8202

See Things Differently®

Lewis Longman & Walker, P.A.

2026 Hourly Rates

Shareholders and Of Counsel	\$650.00
Senior Attorneys	\$420.00 - \$650.00
Associate Attorneys	\$370.00 - \$415.00
Paralegals & Law Clerks	\$300.00

BERGER SINGERMAN LLP
201 East Las Olas Blvd., Suite 1500
Fort Lauderdale, Florida 33301
Attn: Dawn M. Meyers, Esq.

**DECLARATION OF RESTRICTIVE COVENANT and THREE
SUBORDINATIONS OF MORTGAGE**

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter “**Declaration**”) is made by BANYAN CAY ESTATES, LLC, a Florida limited liability company; USREC BANYAN CAY RESORT & GOLF, LLC, a Delaware limited liability company; USREC BANYAN CAY VILLAS, LLC, a Delaware limited liability company; BANYAN CAY COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district established pursuant to Chapter 190, Florida Statutes; USREC BANYAN CAY DEVELOPMENT, LLC, A Delaware limited liability company; and BANYAN CAY MASTER ASSOCIATION, INC., a Florida corporation (hereinafter collectively “**GRANTOR**”) and the Florida Department of Environmental Protection (hereinafter “**DEP**”). This Declaration, made pursuant to either Chapter 376 or 403, Florida Statutes (F.S.), is neither extinguished nor affected by the Marketable Record Title Act in accordance with section 712.03, F.S.

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Palm Beach, State of Florida, more particularly described in **Exhibit A** attached hereto and made a part hereof (hereinafter the “**Property**”) and as more particular described on the Pod B Sketch and Legal attached as **Exhibit B** as follows:

- (i) Banyan Cay Estates, LLC owns Lots 1 through 20, Replat of Tract L1 and Replat of Tract L2;
- (ii) USREC Banyan Cay Resort & Golf, LLC owns Tracts H2 and HC 2;
- (iii) USREC Banyan Cay Villas, LLC owns Tract L3;
- (iv) Banyan Cay Community Development District owns Tracts LK1, LK2 and a portion of Tact R;
- (v) USREC Banyan Cay Development, LLC owns Lot 21, Replat of Tract L1; and
- (vi) Banyan Cay Master Association, Inc. owns Eagle Oaks Lane.

B. The DEP Facility Identification Number for the Property is ERIC_10924. The facility name at the time of this Declaration is Banyan Cay Resort & Golf, POD B. This Declaration addresses substances that were reported to the DEP in February 2018. This Declaration addresses soil and groundwater contamination at the Property.

C. The Property was formerly a golf course. Certain substances, primarily arsenic, were found in the groundwater at the Property above Groundwater Cleanup Target Levels (hereinafter “GCTLs”), and soils at the Property in excess of Soil Cleanup Target Levels (hereinafter “SCTLs”). Exposure to the contaminated groundwater and soil must be restricted. The following reports confirming the above are incorporated by reference into this Declaration (collectively, “Reports”):

1. Site Assessment Report submitted by UES, dated December 15, 2020;
2. Soil Management Plan and Remedial Action Plan for Pods B, C, and D submitted by UES, dated March 23, 2021;
3. Soil Management Plan and Modified Remedial Action Plan submitted by UES, dated April 4, 2022;
4. Remedial Action Implementation Report Approval - Soil Management Plan approved by DEP on December 14, 2022;
5. Revised Engineering and Institutional Controls Plan and Request for No Further Action with Conditions for Pod B submitted by UES, dated January 12, 2024; and
6. DEP approval of No Further Action with Conditions proposal provided Pod B is restricted via a Declaration of Interim Restrictive Covenant, dated February 28, 2024.

D. The reports noted in Recital C set forth the nature and extent of the contamination that is located on the Property. These reports confirm that contaminated groundwater and soil, as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists at the Property. Also, these reports document that the groundwater contamination is not migrating.

E. It is GRANTOR'S and DEP's intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. DEP will not issue a Conditional Site Rehabilitation Completion Order upon recordation of this Declaration because site rehabilitation of soil and groundwater contamination on other parcels within the overall development is ongoing. If cleanup criteria are later met, then

G. DEP may issue a Conditional Site Rehabilitation Completion Order, or amend, or repeal this Declaration, as appropriate.

H. GRANTOR deems it desirable and in the best interest of all present and future

owners of the Property that the Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes the following restrictions and requirements:

- a. Groundwater Use. There are restrictions on the use of the groundwater under the Property. Any monitoring wells installed on the Property shall be pre-approved in writing by DEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resource Management (DWRM) and the Water Management District (WMD).

For any other groundwater wells to be installed on the Property, a plan signed and sealed by a Florida- registered professional engineer or Florida-registered professional geologist to address and ensure there will be no exposure to contaminated groundwater must be submitted to the DEP DWM. The plan must include the well location, drilling method, casing depth, total depth, proposed maximum daily flow rate and volume, and a technical evaluation (including calculations, fate and transport modeling, as applicable) to demonstrate that the proposed groundwater extraction will not cause the spread or migration of contaminated groundwater and that the receptors will not be exposed as a result of contaminant migration. The plan shall also outline the procedures for proper characterization, handling and disposal of any contaminated media encountered during installation. DEP's DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction. A revised exhibit must be amended to the Declaration and recorded when any groundwater well is altered, modified, expanded, or constructed. The GRANTOR is advised that other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the installation of groundwater wells at the Property must be provided along with the plan submitted to DEP's DWM. DEP will rely on this Declaration and certified plan to construct new or modify existing groundwater wells to ensure that there is no exposure to contaminated groundwater entering into new or expanded groundwater wells resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of groundwater wells on the Property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, if GRANTOR seeks to construct groundwater wells on the Property, GRANTOR shall submit the certified plan to DEP DWM in addition to obtaining any authorizations that may be required by DEP DWM, the WMD, or other federal, state, or local laws and regulations that may apply to this activity. Unless it is demonstrated that the cleanup criteria under subsection 62-780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available under law, may institute proceedings to revoke this Declaration and require the proper abandonment of the wells and the resumption of site rehabilitation activities if any such groundwater wells are constructed or commenced without submittal of a certified plan.

b. Dewatering. For any dewatering activities on the Property, a plan signed and sealed by a Florida-registered professional engineer or Florida-registered professional geologist and approved by DEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated. The plan must include the location(s) of the dewatering activity and the effluent disposal area(s) relative to known areas of groundwater contamination, proposed flow rates, duration, volume, estimated drawdown (based upon design calculations), a technical evaluation demonstrating the dewatering will not cause the migration of contamination and procedures for proper characterization, treatment and handling of any contaminated groundwater that may be encountered from dewatering. DEP DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction. The GRANTOR is advised that all other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the implementation of dewatering must be provided along with the plan submitted to DEP's DWM. DEP will rely on this Declaration, Rule 62- 621.300, F.A.C., and the guidance incorporated therein, and the signed and sealed dewatering plan as the institutional controls to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. For this reason, if GRANTOR seeks to conduct dewatering on the Property, GRANTOR shall submit the signed and sealed plan to DEP DWM in addition to obtaining any authorizations that may be required by DEP DWRM, the WMD, or other federal, state, or local laws and regulations that may apply to this activity. DEP DWM can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under subsection 62-780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available at law, may institute proceedings to revoke this Declaration and require the resumption of site rehabilitation activities if any dewatering activities are commenced without submittal of a signed and sealed plan and DEP DWM prior approval.

c. Stormwater Features. Currently, there are existing stormwater features, the existence of which has been determined not to adversely affect the remaining contamination. Attached as **Exhibit B**, and incorporated by reference herein, is a Survey identifying the size and location of existing stormwater swales, stormwater detention or retention facilities, and ditches on the Property. Such existing stormwater features shall not be altered, modified or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Property. If stormwater features must be constructed, modified, altered, or expanded, a plan signed and sealed by a Florida-registered professional engineer or Florida-registered professional geologist must be submitted to DEP's DWM in addition to any authorizations required by the DWRM and the WMD. The plan must include the feature location, construction and design specifications relative to known areas of soil and groundwater contamination, and a technical evaluation (including calculations, fate and transport modeling, as applicable) to demonstrate that the new stormwater features will not cause the migration of

contamination. The plan shall also outline the procedures for proper characterization, handling, and disposal of any contaminated media that may be encountered during construction. DEP's DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction. The GRANTOR is advised that other federal, state, or local laws and regulations may apply to this activity. A copy of all permits obtained for the implementation of dewatering must be provided along with the plan submitted to DEP's DWM. A revised exhibit must be amended to the Declaration and recorded when any stormwater feature is altered, modified, expanded, or constructed. DEP will rely on this Declaration and certified plan to construct stormwater features to ensure that there is no exposure to contaminated groundwater entering into new or expanded stormwater features resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention features, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, if GRANTOR seeks to construct stormwater features on the Property, GRANTOR shall first submit the certified plan to DEP DWM in addition to obtaining any authorizations that may be required by DEP DWRM, the WMD, or other federal, state, or local laws and regulations that may apply to this activity. Unless it is demonstrated that the cleanup criteria under subsection 62-780.680(1), F.A.C., have been achieved, DEP, in addition to other remedies available under law, may institute proceedings to revoke this Declaration and require the resumption of site rehabilitation activities if any such stormwater features are constructed or commenced without submittal of a certified plan.

d. Soil Engineering Controls. The "Soil Restricted Areas" as located on the Property and shown on **Exhibit C** shall be permanently covered and maintained with either impervious material or a minimum of two (2) feet of clean and uncontaminated soil that prevents human exposure (hereinafter referred to as the "Engineering Control"). An Engineering Control Maintenance Plan (ECMP) has been approved by DEP. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control and the criteria for determining when the Engineering Control has failed. The Engineering Control shall be maintained in accordance with the ECMP. The ECMP may be amended upon the prior written consent of DEP. The ECMP, as amended, relating to DEP Facility No. ERIC_10924 can be obtained by contacting the appropriate DEP district office or Tallahassee program area.

e. Excavation and Construction. Excavation and construction below the Engineering Control is not prohibited on the Property provided any contaminated soils that are excavated are either: 1) placed back into the excavation and the Engineering Controls are reconstructed or 2) are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas.

3. All references to "GRANTOR" and "DEP" shall also mean and refer to their

respective legal representatives, successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, DEP is hereby granted a right of entry upon, over and through, and access to the Property at reasonable times and with reasonable notice to GRANTOR. Access to the Property is available via immediately adjacent public rights-of-way.
5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and DEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. DEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of DEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of DEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and DEP as provided in paragraph 7 below. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this Declaration. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify DEP in writing within three (3) calendar days.
6. In order to provide notice and preserve these restrictions, GRANTOR shall record this Declaration in the official records of the county where the Property is located. The GRANTOR shall also make specific reference to this Declaration in the legal description of the Property, in any subsequent lease or deed of conveyance by specifically referencing the official recording book and page of record or instrument of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration.
7. This Declaration is binding until a release of covenant is executed by the DEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from DEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and DEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment, including new or revised exhibits, must be executed by both GRANTOR and DEP and be recorded by GRANTOR as an amendment hereto.
8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.
9. GRANTOR covenants and represents that on the date of execution of this

Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. Three subordination of mortgage documents are attached hereto and are labeled as Exhibit D.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, GRANTOR has executed this instrument, this ____ day of _____, 20__

GRANTOR:

By: BANYAN CAY ESTATES, LLC, a Florida limited liability company

By: _____
Waldemar Schickedanz, Manager

Signed, sealed and delivered in the presence of:

Witness: _____

Date: _____

Print Name: _____

Mailing Address: _____

Witness: _____

Date: _____

Print Name: _____

Mailing Address: _____

STATE OF FLORIDA)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ as _____, on behalf of BANYAN CAY ESTATES, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC, State of Florida

Print Name: _____

[Notary Seal]

GRANTOR:

By: USREC BANYAN CAY RESORT & GOLF, LLC, a Delaware limited liability company

By: _____, Manager

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____

Print Name: _____

Mailing Address: _____

Witness: _____ Date: _____

Print Name: _____

Mailing Address: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of ___, 202__ by _____ as _____, on behalf of USREC BANYAN CAY RESORT & GOLF, LLC, a Delaware limited liability company, who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC, State of _____

Print Name: _____

[Notary Seal]

GRANTOR:

By: USREC BANYAN CAY VILLAS, LLC, a Delaware limited liability company

By: _____, Manager

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____

Print Name: _____

Mailing Address: _____

Witness: _____ Date: _____

Print Name: _____

Mailing Address: _____

STATE OF _____)

_____)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by _____ as _____, on behalf of USREC BANYAN CAY VILLAS, LLC, a Delaware limited liability company, who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC, State of _____

Print Name: _____

[Notary Seal]

GRANTOR:

By: BANYAN CAY COMMUNITY
DEVELOPMENT DISTRICT, a Florida
community development district

By: _____
_____, Manager

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____

Print Name: _____

Mailing Address: _____

Witness: _____ Date: _____

Print Name: _____

Mailing Address: _____

STATE OF FLORIDA)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by _____ as _____, on behalf of BANYAN CAY COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC, State of Florida

Print Name: _____

[Notary Seal}

GRANTOR:

By: USREC BANYAN CAY
DEVELOPMENT, LLC, a Delaware limited
liability company

By: _____
_____, Manager

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____

Print Name: _____

Mailing Address: _____

Witness: _____ Date: _____

Print Name: _____

Mailing Address: _____

STATE OF _____)

_____)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of ___, 20__ by _____ as _____, on behalf of USREC BANYAN CAY DEVELOPMENT, LLC, who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC, State of _____

Print Name: _____

[Notary Seal]

Approved as to form by the Florida Department of Environmental
Protection Office of General Counsel

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has
executed this instrument, this ____ day of _____, 20____.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Sirena Davila, Director Southeast District
3301 Gun Club Road
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:

Witness:

Date:

Print Name:

Mailing Address:

Witness:

Date:

Print Name:

Mailing Address:

NOTARY ON FOLLOWING PAGE

STATE OF FLORIDA

) ss•

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of, 20__, by _____

_____ as representative for the Florida Department of Environmental Protection, who is personally known to me or who has produced _____(type of identification) as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name:

[Notary Seal]

SUBORDINATION OF MORTGAGE #1

Athene Annuity and Life Company and Fox Hedge Intermediate B LLC (collectively the “Mortgage Holder”), as the holders of the following described instrument:

Mortgage, Security Agreement and Financing Statement from USREC Banyan Cay Resort & Golf, LLC, USREC Banyan Cay Development, LLC, and USREC Banyan Cay Villas, LLC (the “Mortgagors”) dated December 18, 2023, recorded January 3, 2024, in Official Records Book 34754, Page 1494, as assigned to Athene Annuity and Life Company and Fox Hedge Intermediate B LLC, by Assignment recorded May 6, 2025 in Official Records Book 35727, Page 1866, as amended and restated by Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, Notice of Future Advance and Spreader Agreement dated April 29, 2025 and recorded May 6, 2025 in Official Records Book 35727, Page 1886, all of the Public Records of Palm Beach County, Florida (collectively, the “Mortgage”),

hereby subordinates the lien of its Mortgage to the foregoing Declaration of Restrictive Covenant by and between the Mortgagors, the remaining Grantors, and the Florida Department of Environmental Protection.

Provided, however, that the Mortgage Holder’s subordination herein shall not be deemed to subordinate any valid claim on the part of the Mortgage Holder to the proceeds of any sale, condemnation proceedings, or insurance, nor shall the liens, leases, rents, and profits of the property described in the Mortgage be affected by the Subordination of Mortgage (except to the extent of the subordination expressly described above). The foregoing shall not be construed as a waiver by the Mortgage Holder of any valid claim it may have according to its interest in the property to the proceeds of any sale, condemnation proceedings, or insurance.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Subordination of Mortgage to Declaration of Restrictive Covenant this ____ day of _____, 2026.

ATHENE ANNUITY AND LIFE COMPANY,
an Iowa corporation

By: Apollo Insurance Solutions Group LP, its
investment adviser

By: Apollo Global Real Estate Management,
L.P., its sub-adviser

By: Apollo Global Real Estate Management
GP, LLC, its General Partner

By: _____
Print Name: Jeffrey Horowitz
Title: Vice President

WITNESSES:

Print Name: _____

Mailing Address: _____

Print Name: _____

Mailing Address: _____

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by Jeffrey Horowitz, as Vice President of Apollo Global Real Estate Management GP, LLC, being the general partner of Apollo Global Real Estate Management, L.P., being the sub-adviser to Apollo Insurance Solutions Group, LP, being the investment adviser to ATHENE ANNUITY AND LIFE COMPANY, an Iowa corporation, who is personally known to me or who has produced _____ (type _____ of identification) as identification.

My commission expires:

NOTARY PUBLIC, State of _____

Print Name: _____

[Notary Seal]

FOX HEDGE INTERMEDIATE B LLC, a
Delaware limited liability company

By: Apollo Capital Management, L.P., its
investment adviser

By: Apollo Capital Management GP, LLC,
its general partner

By: _____
Print Name: Michael Lotito
Title: Vice President

WITNESSES:

Print Name: _____

Mailing Address: _____

Print Name: _____

Mailing Address: _____

STATE OF _____)

_____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ Michael Lotito, as Vice President of Apollo Capital Management GP, LLC, being the general partner of Apollo Capital Management, L.P., being the investment manager of FOX HEDGE INTERMEDIATE B, LLC, a Delaware limited liability company, who is personally known to me or who has produced _____ of _____ (type _____ of identification) as identification.

My commission expires:

[Notary Seal]

NOTARY PUBLIC, State of Florida

Print Name: _____

SUBORDINATION OF MORTGAGE #2

USREC Banyan Cay Development, LLC (the "Mortgage Holder"), as the holder of the following described instrument:

Mortgage from Banyan Cay Estates, LLC (the "Mortgagor") recorded in Official Records Book 35499, Page 1896, as affected by Subordination recorded in Official Records Book 35759, Page 1775, and Notice of Limitation recorded in Official Records Book 35759, Page 1840, all of the Public Records of Palm beach County, Florida.

(the "Mortgage"), hereby subordinates the lien of its Mortgage to the foregoing Declaration of Restrictive Covenant by and between the Mortgagor, the remaining Grantors, and the Florida Department of Environmental Protection.

Provided, however, that the Mortgage Holder's subordination herein shall not be deemed to subordinate any valid claim on the part of the Mortgage Holder to the proceeds of any sale, condemnation proceedings, or insurance, nor shall the leases, rents, and profits of the property described in the Mortgage be affected by the Subordination of Mortgage. The foregoing shall not be construed as a waiver by the Mortgage Holder of any valid claim it may have according to its interest in the property to the proceeds of any sale, condemnation proceedings, or insurance.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Subordination of Mortgage to Declaration of Restrictive Covenant this ____ day of _____, 2026.

USREC BANYAN CAY DEVELOPMENT,
LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]

WITNESSES:

Print Name: _____

Mailing Address: _____

Print Name: _____

Mailing Address: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by .

_____, as _____

_____, on behalf of USREC BANYAN CAY DEVELOPMENT, LLC, a _____ corporation, who is personally

known to me or who has produced _____

_____ (type of identification) as identification.

My commission expires:

NOTARY PUBLIC, State of _____

Print Name: _____

[Notary Seal]

SUBORDINATION OF MORTGAGE #3

Seacoast National Bank (the "Mortgage Holder"), as the holder of the following described instrument:

Mortgage from Banyan Cay Estates, LLC (the "Mortgagor") recorded in Official Records Book 35759, Page 1795, of the Public Records of Palm beach County, Florida.

(the "Mortgage"), hereby subordinates the lien of its Mortgage to the foregoing Declaration of Restrictive Covenant by and between the Mortgagor, the remaining Grantors, and the Florida Department of Environmental Protection.

Provided, however, that the Mortgage Holder's subordination herein shall not be deemed to subordinate any valid claim on the part of the Mortgage Holder to the proceeds of any sale, condemnation proceedings, or insurance, nor shall the leases, rents, and profits of the property described in the Mortgage be affected by the Subordination of Mortgage. The foregoing shall not be construed as a waiver by the Mortgage Holder of any valid claim it may have according to its interest in the property to the proceeds of any sale, condemnation proceedings, or insurance.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Subordination of Mortgage to Declaration of Restrictive Covenant this ____ day of _____, 2026

SEACOAST NATIONAL BANK

By: _____
Print Name: _____
Title: _____
[CORPORATE SEAL]

WITNESSES:

Print Name: _____

Mailing Address: _____

Print Name: _____

Mailing Address: _____

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by .

_____, as _____, on behalf of SEACOAST NATIONAL BANK, a _____ corporation, who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:

NOTARY PUBLIC, State of _____

Print Name: _____

[Notary Seal]

EXHIBIT A

TRACTS H2, HC, L3, LK1, AND LK2, OF THE PLAT OF BANYAN CAY RESORT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, PAGE 114, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF THE PLAT OF BANYAN CAY RESORT REPLAT OF TRACT "L1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGE 18, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

NOW DESCRIBED AS:

Lots 1-20, inclusive, of BANYAN CAY RESORT REPLAT OF TRACT "L1", according to the Plat thereof, as recorded in Plat Book 127, Page 18, of the Public Records of Palm Beach County, Florida.

ALSO TOGETHER WITH:

Eagle Oak Lane (Private Street Tract) as shown on the Plat of Banyan Cay Resort Replat of Tract "L1", as recorded in Plat Book 127, Page 18, Public Records of Palm Beach County, Florida, being a replat of a portion of Tract L1, Banyan Cay Resort, recorded in Plat Book 125, Page 114, Public Records of Palm Beach County, Florida.

ALSO TOGETHER WITH:

Lots 21, of BANYAN CAY RESORT REPLAT OF TRACT "L1", according to the Plat thereof, as recorded in Plat Book 127, Page 18, of the Public Records of Palm Beach County, Florida.

TOGETHER WITH:

ALL OF BANYAN CAY RESORT REPLAT OF TRACT "L2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 138, PAGE 137, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

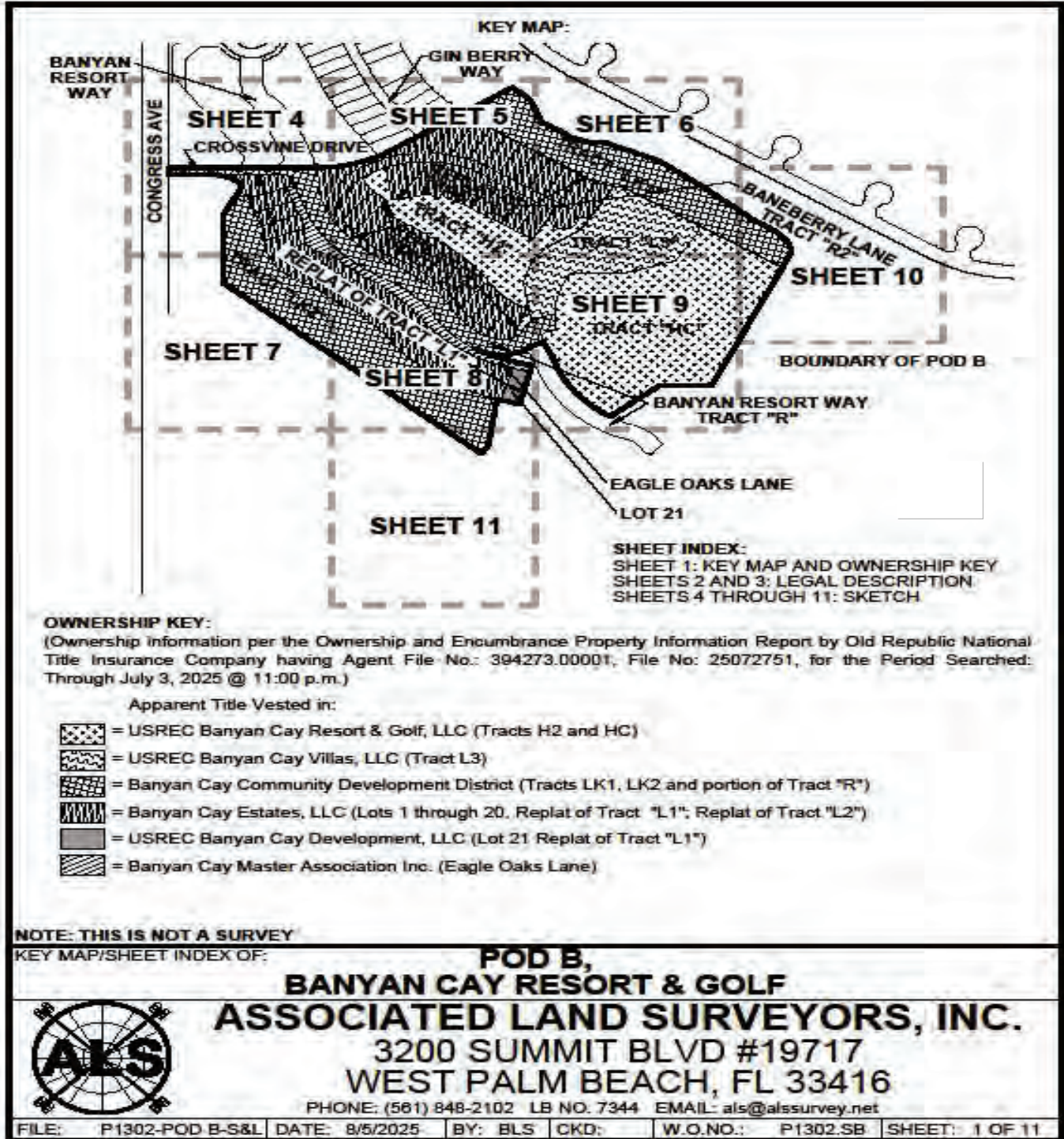
ALSO TOGETHER WITH: (LEGAL PROVIDED BY AGENT)

A PARCEL OF LAND LYING IN TRACT "R", BANYAN CAY RESORT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, PAGE 114, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT; THENCE, SOUTH 88°48'09" EAST, ALONG THE BOUNDARY OF SAID TRACT, FOR THIS AND THE NEXT THIRTEEN COURSES, A DISTANCE OF 540.52 FEET TO A POINT ON A CURVE CONCAVE WEST, HAVING A RADIUS OF 551.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 78°01'58" WEST; THENCE, SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°32'45", A DISTANCE OF 101.42 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 200.00 FEET; THENCE, SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°58'47", A DISTANCE OF 66.25 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 465.00 FEET; THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°48'51", A DISTANCE OF 136.46 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 591.73

FEET; THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°37'36", A DISTANCE OF 233.68 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 780.21 FEET; THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°05'54", A DISTANCE OF 164.75 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 428.15 FEET; THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°44'08", A DISTANCE OF 132.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 385.69 FEET; THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°38'51", A DISTANCE OF 179.38 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTH, HAVING A RADIUS OF 121.42 FEET; THENCE, EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°31'58", A DISTANCE OF 113.44 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 65.00 FEET; THENCE, NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°45'54", A DISTANCE OF 45.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 135.00 FEET; THENCE, NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°09'02", A DISTANCE OF 144.08 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 01°11'51" WEST, A DISTANCE OF 70.00 FEET TO A POINT ON A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 65.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 01°11'51" WEST; THENCE, WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°08'59", A DISTANCE OF 48.95 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 04°19'18" WEST, A DISTANCE OF 34.56 FEET; THENCE, SOUTH 63°14'39" WEST, DEPARTING SAID TRACT BOUNDARY, A DISTANCE OF 89.03 FEET TO A POINT ON SAID TRACT BOUNDARY AND ON A CURVE CONCAVE NORTH, HAVING A RADIUS OF 191.42 FEET AND WHOSE RADIUS POINT BEARS NORTH 20°30'04" WEST; THENCE, WESTERLY, ALONG SAID CURVE, AND CONTINUING ALONG SAID TRACT BOUNDARY FOR THIS AND THE REMAINING TEN COURSES, THROUGH A CENTRAL ANGLE OF 53°50'44", A DISTANCE OF 179.89 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 455.69 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°38'51", A DISTANCE OF 211.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 358.15 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°44'08", A DISTANCE OF 110.86 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 710.21 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°05'54", A DISTANCE OF 149.96 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 661.73 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°37'36", A DISTANCE OF 261.32 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 535.00 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°10'22", A DISTANCE OF 132.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 1234.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°20'46", A DISTANCE OF 136.68 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 16°41'46" WEST, A DISTANCE OF 38.33 FEET; THENCE, NORTH 52°44'57" WEST, A DISTANCE OF 29.43 FEET; THENCE, NORTH 88°48'09" WEST, A DISTANCE OF 428.11 FEET; THENCE, NORTH 01°11'51" EAST, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
STORMWATER FEATURES



LEGAL DESCRIPTION OF POD B AT BANYAN CAY RESORT & GOLF

TRACTS H2, HC, L3, LK1, AND LK2, OF THE PLAT OF BANYAN CAY RESORT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, PAGE 114, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF THE PLAT OF BANYAN CAY RESORT REPLAT OF TRACT "L1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGE 18, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALSO TOGETHER WITH:

BANYAN CAY RESORT REPLAT OF TRACT "L2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 138, PAGE 137, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALSO TOGETHER WITH:

A PARCEL OF LAND LYING IN TRACT "R", BANYAN CAY RESORT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, PAGE 114, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT; THENCE, SOUTH 88°48'09" EAST, ALONG THE BOUNDARY OF SAID TRACT, FOR THIS AND THE NEXT THIRTEEN COURSES, A DISTANCE OF 540.52 FEET TO A POINT ON A CURVE CONCAVE WEST, HAVING A RADIUS OF 551.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 78°01'58" WEST; THENCE, SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°32'45", A DISTANCE OF 101.42 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 200.00 FEET; THENCE, SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°58'47", A DISTANCE OF 86.25 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 465.00 FEET; THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°48'51", A DISTANCE OF 136.46 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 591.73 FEET; THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°37'36", A DISTANCE OF 233.68 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 780.21 FEET; THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°05'54", A DISTANCE OF 164.75 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 428.15 FEET; THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°44'08", A DISTANCE OF 132.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 385.69 FEET; THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°38'51", A DISTANCE OF 179.38 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTH, HAVING A RADIUS OF 121.42 FEET; THENCE, EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°31'58", A DISTANCE OF 113.44 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 85.00 FEET; THENCE, NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°45'54", A DISTANCE OF 45.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 135.00 FEET; THENCE, NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°09'02", A DISTANCE OF 144.08 FEET TO THE END OF SAID CURVE;

(CONTINUED ON SHEET 3 OF 11)

NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 11 FOR SHEET INDEX & KEY MAP

LEGAL DESCRIPTION OF:

**POD B,
BANYAN CAY RESORT & GOLF**



ASSOCIATED LAND SURVEYORS, INC.

3200 SUMMIT BLVD #19717
WEST PALM BEACH, FL 33416

PHONE: (561) 848-2102 LB NO. 7344 EMAIL: als@alssurveyor.net

FILE: P1302-POD B-S&L DATE: 8/5/2025 BY: BLS CKD: W.O.NO.: P1302.SB SHEET: 2 OF 11

(CONTINUED FROM SHEET 2 OF 11)

THENCE, SOUTH 01°11'51" WEST, A DISTANCE OF 70.00 FEET TO A POINT ON A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 85.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 01°11'51" WEST; THENCE, WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°08'59", A DISTANCE OF 48.95 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 04°19'18" WEST, A DISTANCE OF 34.58 FEET; THENCE, SOUTH 83°14'39" WEST, DEPARTING SAID TRACT BOUNDARY, A DISTANCE OF 89.03 FEET TO A POINT ON SAID TRACT BOUNDARY AND ON A CURVE CONCAVE NORTH, HAVING A RADIUS OF 191.42 FEET AND WHOSE RADIUS POINT BEARS NORTH 20°30'04" WEST; THENCE, WESTERLY, ALONG SAID CURVE, AND CONTINUING ALONG SAID TRACT BOUNDARY FOR THIS AND THE REMAINING TEN COURSES, THROUGH A CENTRAL ANGLE OF 53°50'44", A DISTANCE OF 179.89 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 455.89 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°38'51", A DISTANCE OF 211.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 358.15 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°44'08", A DISTANCE OF 110.88 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 710.21 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°05'54", A DISTANCE OF 149.96 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 861.73 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°37'38", A DISTANCE OF 281.32 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 535.00 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°10'22", A DISTANCE OF 132.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EAST, HAVING A RADIUS OF 1234.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°20'48", A DISTANCE OF 136.88 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 16°41'48" WEST, A DISTANCE OF 38.33 FEET; THENCE, NORTH 52°44'57" WEST, A DISTANCE OF 29.43 FEET; THENCE, NORTH 88°48'08" WEST, A DISTANCE OF 428.11 FEET; THENCE, NORTH 01°11'51" EAST, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING.

TOTAL CONTAINING: 46.48 ACRES, OR 2,024,497 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

BY: Stephen L. Shirley DATE: 8/5/2025
STEPHEN L. SHIRLEY, P.E.M. 3918

NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 11 FOR SHEET INDEX & KEY MAP

LEGAL DESCRIPTION OF:

**POD B,
BANYAN CAY RESORT & GOLF**

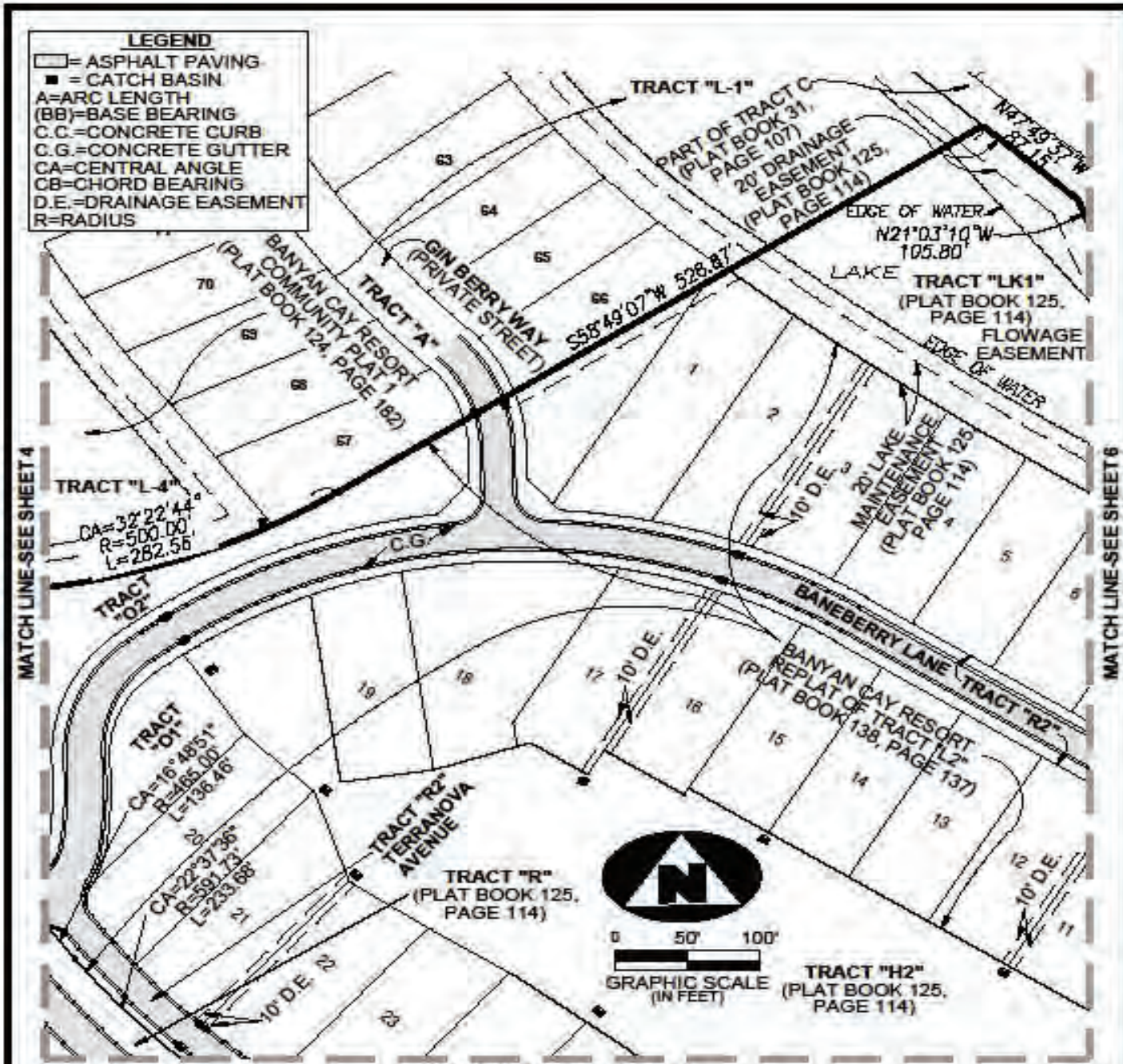


ASSOCIATED LAND SURVEYORS, INC.

3200 SUMMIT BLVD #19717
WEST PALM BEACH, FL 33416

PHONE: (561) 848-2102 LB NO. 7344 EMAIL: als@alssurveyor.net

FILE: P1302-POD B-S&L DATE: 8/5/2025 BY: BLS CKD: W.O.NO.: P1302.SB SHEET: 3 OF 11

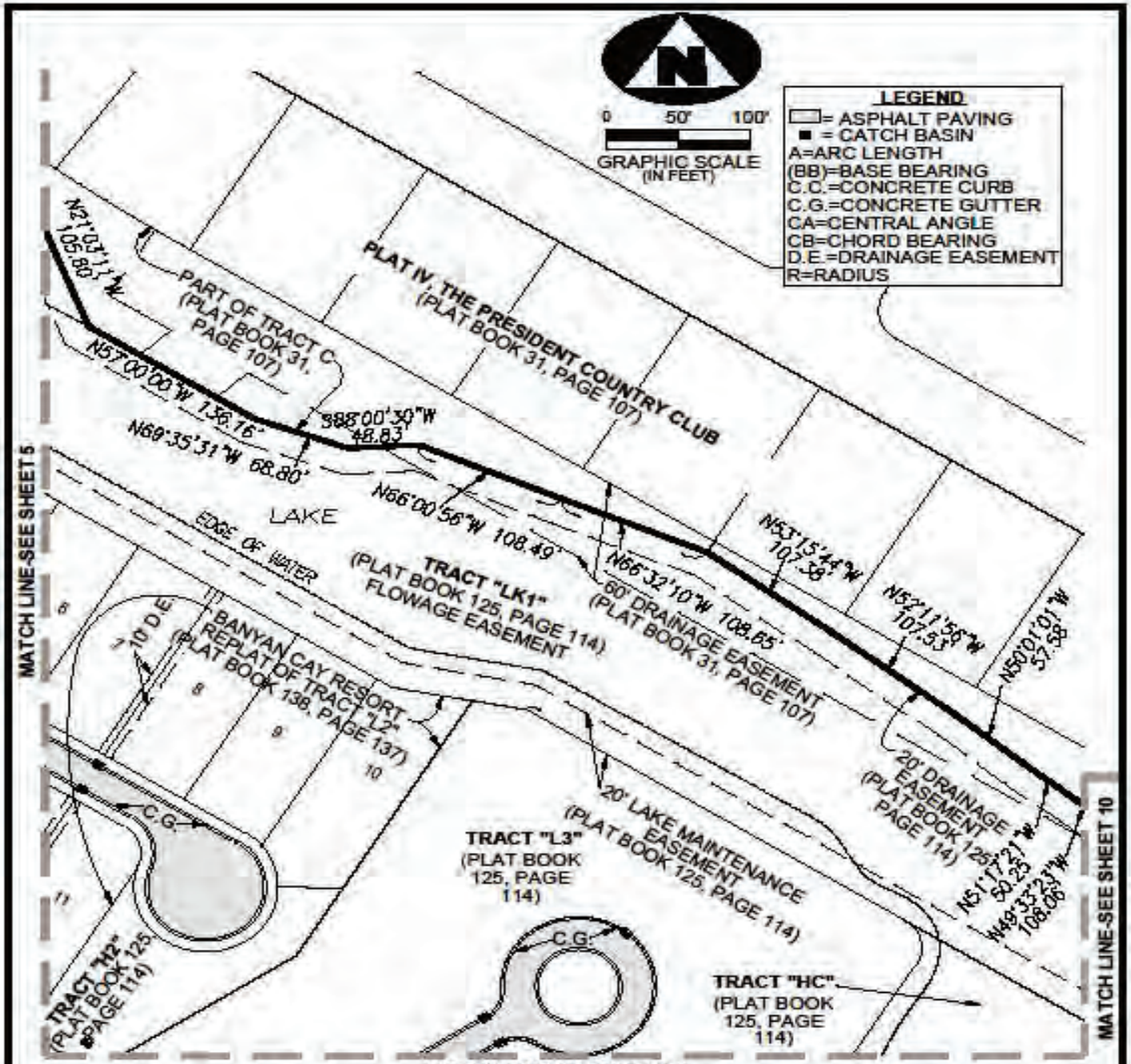


MATCH LINE-SEE SHEET 4 MATCH LINE-SEE SHEET 6
 MATCH LINE-SEE SHEET 8 SEE SHEET 1 OF 11 FOR SHEET INDEX & KEY MAP

SKETCH OF:
**POD B,
 BANYAN CAY RESORT & GOLF**

ASSOCIATED LAND SURVEYORS, INC.
 3200 SUMMIT BLVD #19717
 WEST PALM BEACH, FL 33416
 PHONE: (561) 848-2102 LB NO. 7344 EMAIL: als@alssurvey.net

FILE: P1302-POD B-S&L DATE: 8/5/2025 BY: BLS CKD: W.O.NO.: P1302.SB SHEET: 5 OF 11



NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 11 FOR SHEET INDEX & KEY MAP

SKETCH OF:

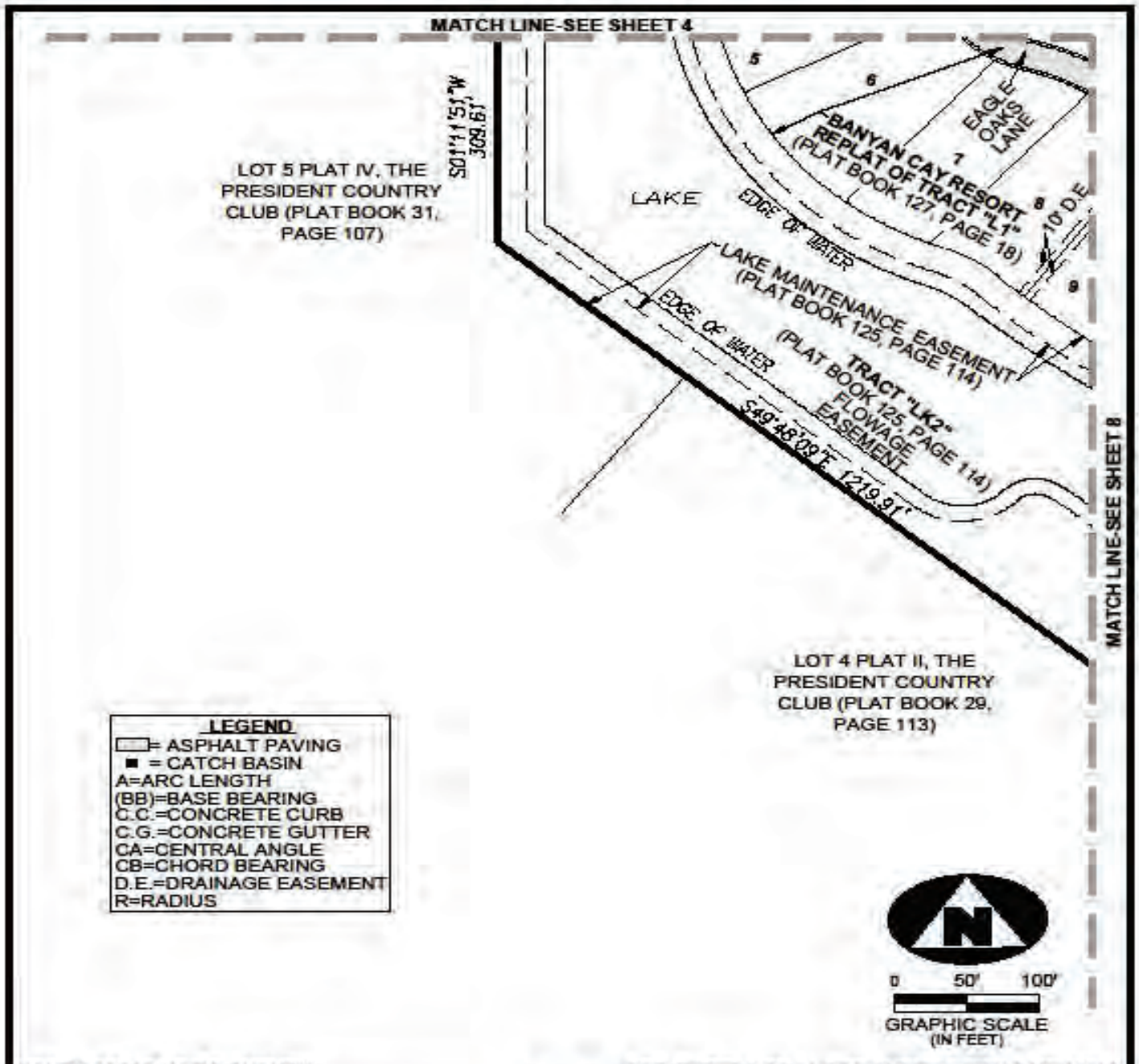
POD B,
BANYAN CAY RESORT & GOLF
ASSOCIATED LAND SURVEYORS, INC.

3200 SUMMIT BLVD #19717
WEST PALM BEACH, FL 33416

PHONE: (561) 848-2102 LB NO. 7344 EMAIL: als@alssurvey.net



FILE: P1302-POD B-S&L DATE: 8/5/2025 BY: BLS CKD: W.O.NO.: P1302.SB SHEET: 8 OF 11



NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 11 FOR SHEET INDEX & KEY MAP

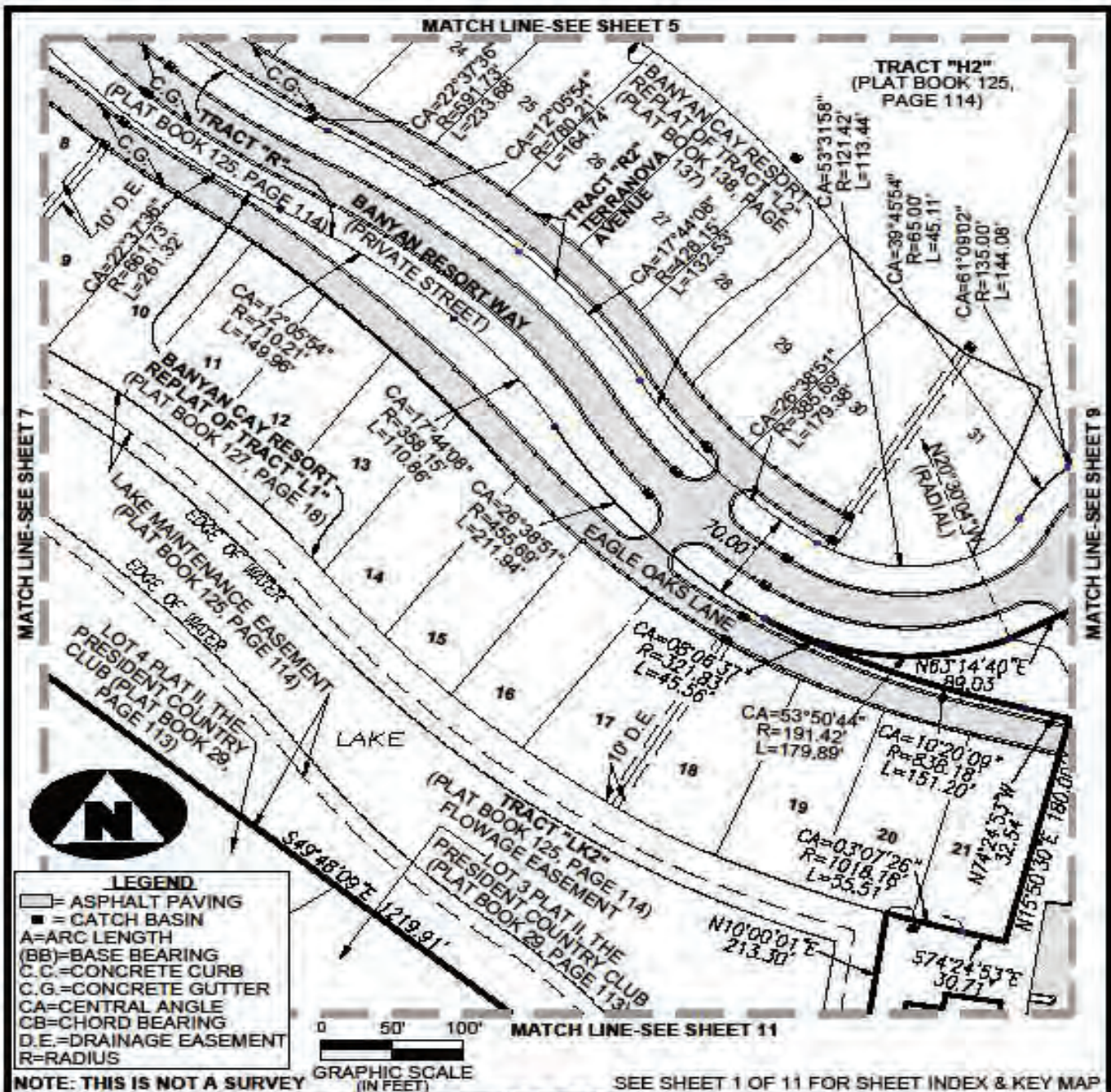
SKETCH OF:

POD B,
BANYAN CAY RESORT & GOLF
ASSOCIATED LAND SURVEYORS, INC.
 3200 SUMMIT BLVD #19717
 WEST PALM BEACH, FL 33416



PHONE: (561) 848-2102 LB NO. 7344 EMAIL: als@alssurvey.net

FILE: P1302-POD B-S&L DATE: 8/5/2025 BY: BLS CKD: W.O.NO.: P1302.SB SHEET: 7 OF 11

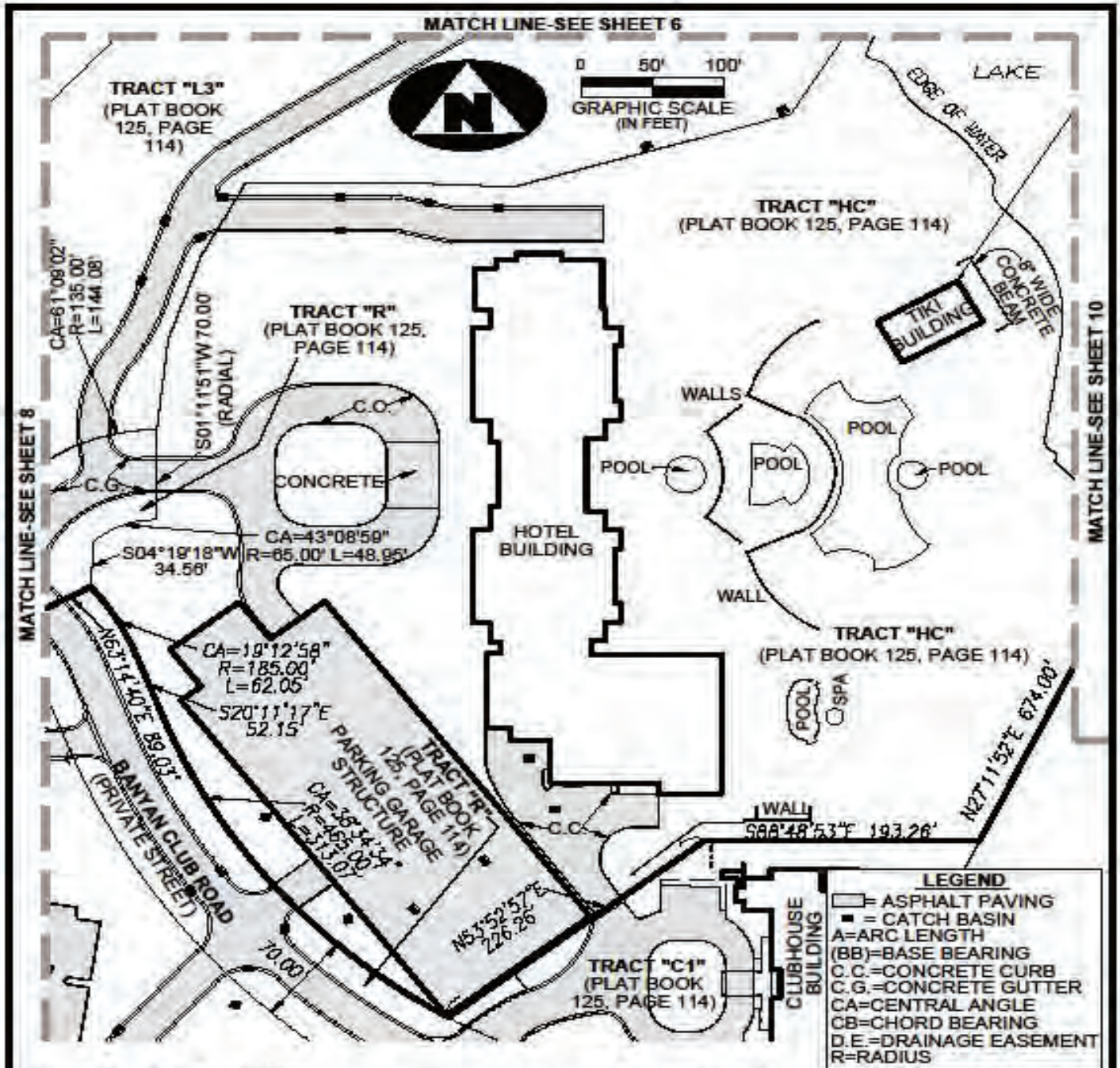


SKETCH OF:

**POD B,
BANYAN CAY RESORT & GOLF**

ASSOCIATED LAND SURVEYORS, INC.
 3200 SUMMIT BLVD #19717
 WEST PALM BEACH, FL 33416
 PHONE: (561) 848-2102 LB NO. 7344 EMAIL: als@alssurvey.net

FILE: P1302-POD B-S&L DATE: 8/5/2025 BY: BLS CKD: W.O.NO.: P1302.SB SHEET: 8 OF 11



NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 11 FOR SHEET INDEX & KEY MAP

SKETCH OF:

**POD B,
BANYAN CAY RESORT & GOLF**

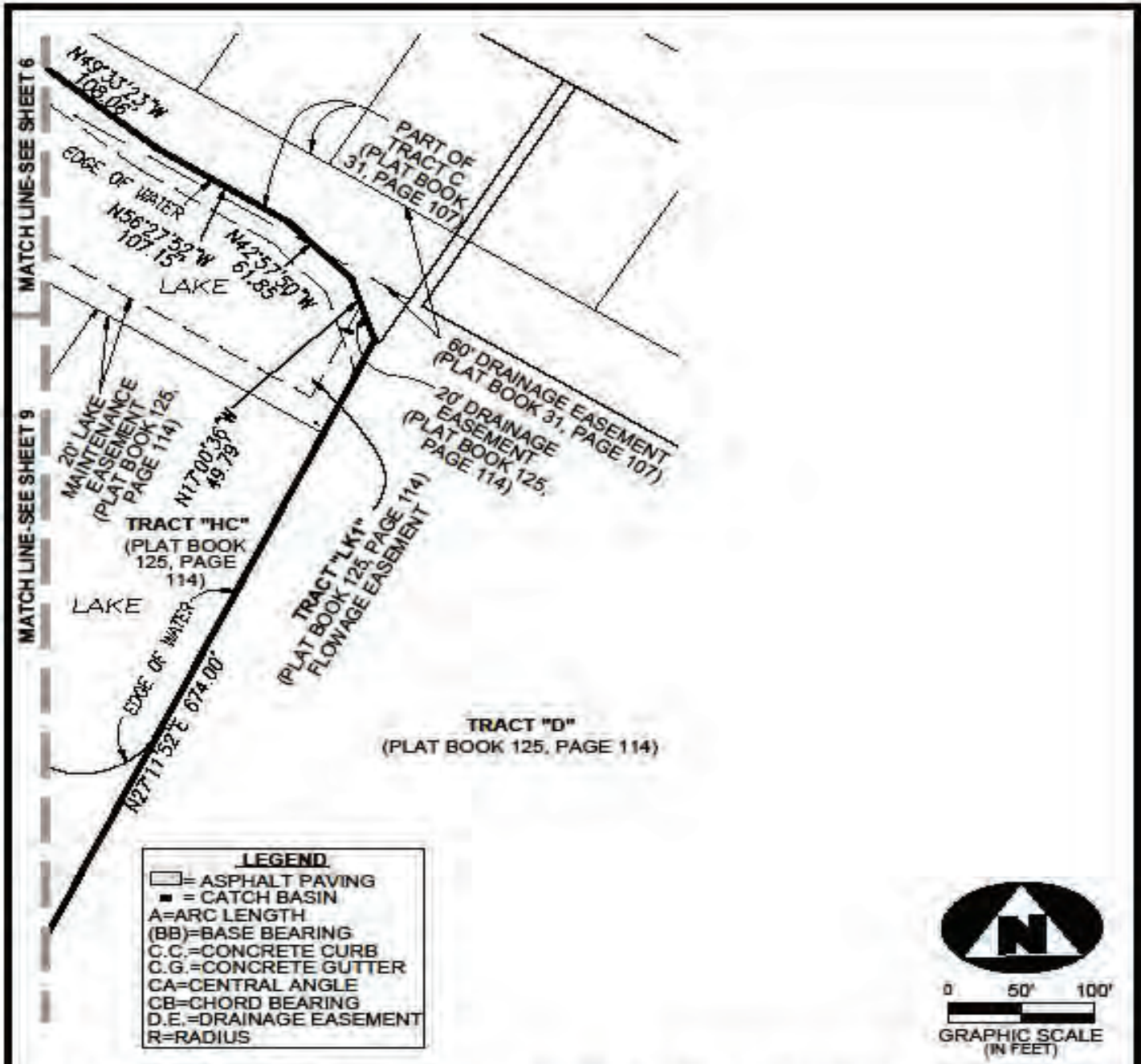
ASSOCIATED LAND SURVEYORS, INC.

3200 SUMMIT BLVD #19717
WEST PALM BEACH, FL 33416

PHONE: (561) 848-2102 LB NO. 7344 EMAIL: als@alssurvey.net



FILE: P1302-POD B-S&L DATE: 8/5/2025 BY: BLS CKD: W.O.NO.: P1302.SB SHEET: 9 OF 11



NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 11 FOR SHEET INDEX & KEY MAP

SKETCH OF:

**POD B,
BANYAN CAY RESORT & GOLF**

ASSOCIATED LAND SURVEYORS, INC.

3200 SUMMIT BLVD #19717

WEST PALM BEACH, FL 33416

PHONE: (561) 848-2102 LB NO. 7344 EMAIL: als@alssurvey.net

FILE: P1302-POD B-S&L DATE: 8/5/2025 BY: BLS CKD: W.O.NO.: P1302.SB SHEET: 10 OF 11

MATCH LINE-SEE SHEET 8

TRACT "LK2"
(PLAT BOOK 125, PAGE 114)
FLOWAGE
EASEMENT

LOT 3 PLAT II, THE
PRESIDENT COUNTRY
CLUB (PLAT BOOK 29,
PAGE 113)

LAKE
MAINTENANCE
EASEMENT
(PLAT BOOK 125,
PAGE 114)

TENNIS
BUILDING

N10°00'00"E
213.30'

N37°50'51"E
42.82'

TRACT "C2"
(PLAT BOOK 125,
PAGE 114)

EDGE OF WATER

S49°48'09"E
1219.91'



0 50' 100'
GRAPHIC SCALE
(IN FEET)

LEGEND	
	ASPHALT PAVING
	CATCH BASIN
A	ARC LENGTH
(BB)	BASE BEARING
C.C.	CONCRETE CURB
C.G.	CONCRETE GUTTER
CA	CENTRAL ANGLE
CB	CHORD BEARING
D.E.	DRAINAGE EASEMENT
R	RADIUS

NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 11 FOR SHEET INDEX & KEY MAP

SKETCH OF:

**POD B,
BANYAN CAY RESORT & GOLF**

ASSOCIATED LAND SURVEYORS, INC.

3200 SUMMIT BLVD #19717
WEST PALM BEACH, FL 33416

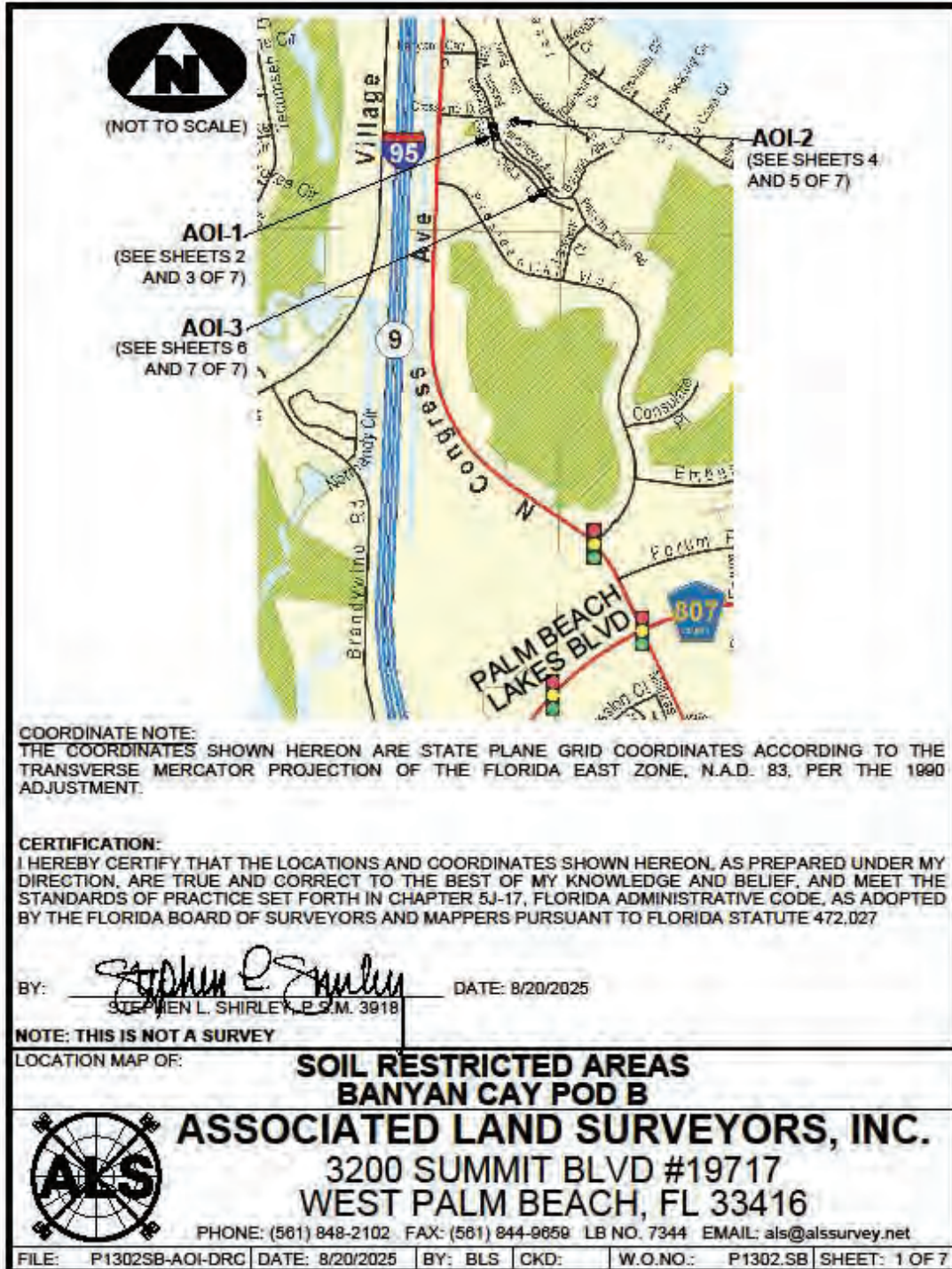
PHONE: (561) 848-2102 LB NO. 7344 EMAIL: als@alssurvey.net



FILE: P1302-POD B-S&L DATE: 8/5/2025 BY: BLS CKD: W.O.NO.: P1302.SB SHEET: 11 OF 11

EXHIBIT "C"

ENGINEERING CONTROL AREAS



LEGAL DESCRIPTION OF AOI-1

A PARCEL OF LAND LYING IN EAGLE OAKS LANE, BANYAN CAY RESORT REPLAT OF TRACT "L1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGE 18, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND IN TRACT "R", BANYAN CAY RESORT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, PAGE 114, SAID PUBLIC RECORDS; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID EAGLE OAKS LANE; THENCE, SOUTH 16°41'46" EAST, ALONG THE EASTERLY BOUNDARY OF SAID EAGLE OAKS LANE, A DISTANCE OF 3.11 FEET TO THE **POINT OF BEGINNING**;

THENCE, NORTH 80°10'45" EAST, DEPARTING SAID EASTERLY BOUNDARY, A DISTANCE OF 67.43 FEET; THENCE, SOUTH 12°15'13" EAST, A DISTANCE OF 169.03 FEET; THENCE, SOUTH 81°20'05" WEST, A DISTANCE OF 66.59 FEET; THENCE, NORTH 18°33'52" WEST, A DISTANCE OF 169.50 FEET; THENCE, NORTH 80°10'45" EAST, A DISTANCE OF 17.74 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 12,751 SQUARE FEET OR 0.29 ACRE, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

NOTE: THIS IS NOT A SURVEY

SEE SHEET 1 OF 7 FOR LOCATION MAP AND CERTIFICATION
SEE SHEET 3 OF 7 FOR SKETCH

LEGAL DESCRIPTION OF:

**AOI-1 SOIL RESTRICTED AREA
BANYAN CAY POD B**

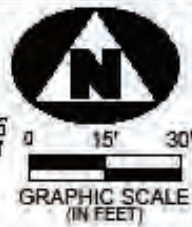
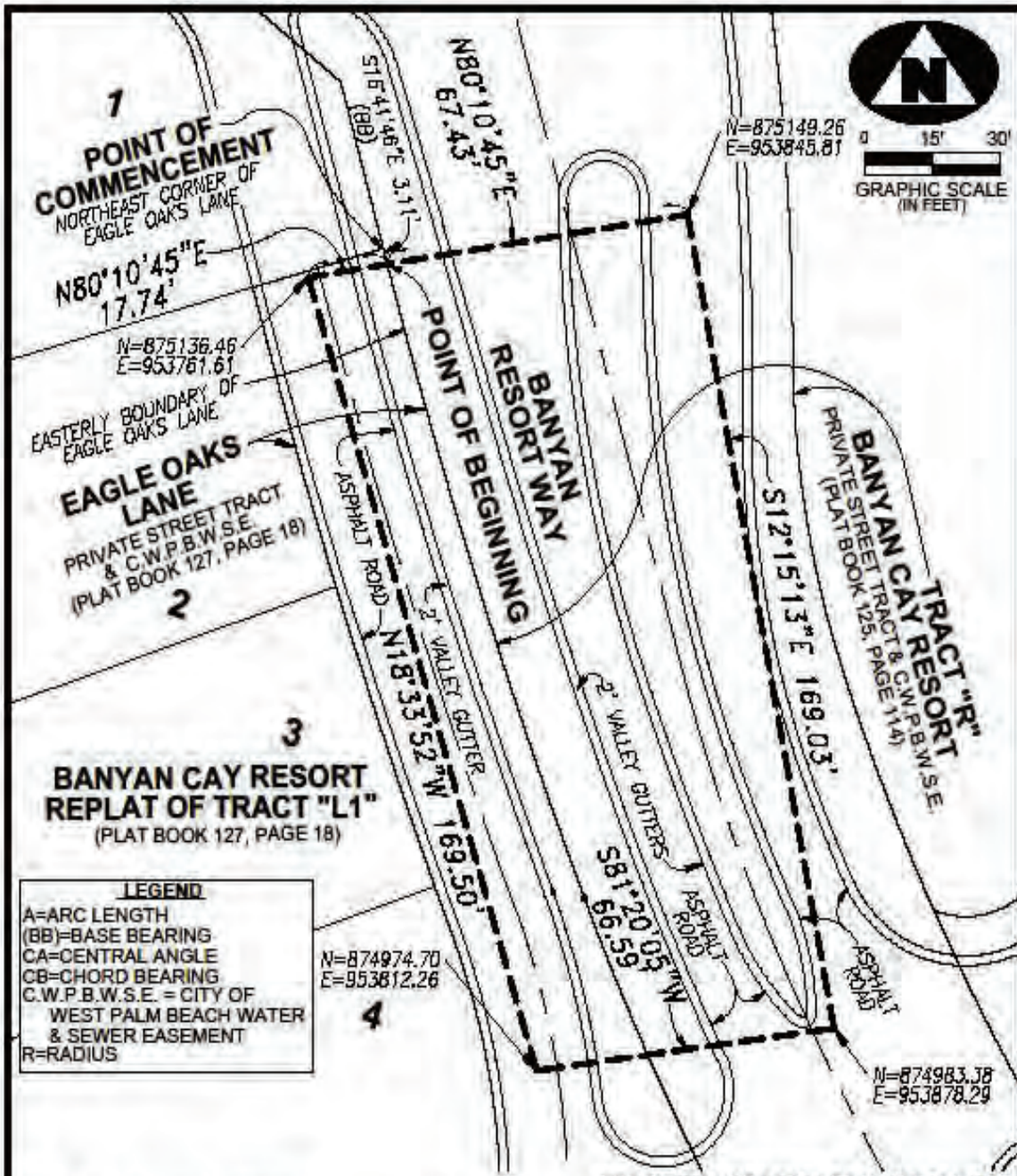


ASSOCIATED LAND SURVEYORS, INC.

3200 SUMMIT BLVD #19717
WEST PALM BEACH, FL 33416

PHONE: (561) 848-2102 FAX: (561) 844-9859 LB NO. 7344 EMAIL: als@alssurvey.net

FILE: P1302SB-AOI-DRG | DATE: 8/20/2025 | BY: BLS | CKD: | W.O.NO.: P1302.SB | SHEET: 2 OF 7



LEGEND
 A=ARC LENGTH
 (BB)=BASE BEARING
 CA=CENTRAL ANGLE
 CB=CHORD BEARING
 C.W.P.B.W.S.E. = CITY OF
 WEST PALM BEACH WATER
 & SEWER EASEMENT
 R=RADIUS

NOTE: THIS IS NOT A SURVEY
 SEE SHEET 3 OF 7 FOR LEGAL DESCRIPTION
 SEE SHEET 1 OF 7 FOR LOCATION MAP AND CERTIFICATION

SKETCH OF: **AOI-1 SOIL RESTRICTED AREA
 BANYAN CAY POD B**



ASSOCIATED LAND SURVEYORS, INC.
 3200 SUMMIT BLVD #19717
 WEST PALM BEACH, FL 33416

PHONE: (561) 848-2102 FAX: (561) 844-9659 LB NO. 7344 EMAIL: als@alssurvey.net

FILE: P1302SB-AOI-DRG DATE: 8/20/2025 BY: BLS CKD: W.O.NO.: P1302.SB SHEET: 3 OF 7

LEGAL DESCRIPTION OF AOI-2

A PARCEL OF LAND LYING IN TRACTS "O1" AND "R2", BANYAN CAY RESORT REPLAT OF TRACT "L2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 138, PAGE 137, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND IN TRACT "H2", BANYAN CAY RESORT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, PAGE 114, SAID PUBLIC RECORDS; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "H2; THENCE, SOUTH 33°08'48" EAST, ALONG THE WESTERLY BOUNDARY OF SAID TRACT "H2", A DISTANCE OF 43.08 FEET TO THE **POINT OF BEGINNING**;

THENCE, SOUTH 67°19'34" WEST, DEPARTING SAID WESTERLY BOUNDARY, A DISTANCE OF 30.77 FEET; THENCE, NORTH 38°48'32" WEST, A DISTANCE OF 60.85 FEET; THENCE, NORTH 81°43'45" EAST, A DISTANCE OF 81.34 FEET; THENCE, SOUTH 28°18'15" EAST, A DISTANCE OF 67.07 FEET; THENCE, SOUTH 67°19'34" WEST, A DISTANCE OF 41.95 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 4,866 SQUARE FEET OR 0.11 ACRE, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

NOTE: THIS IS NOT A SURVEY

SEE SHEET 5 OF 7 FOR SKETCH
SEE SHEET 1 OF 7 FOR LOCATION MAP AND CERTIFICATION

LEGAL DESCRIPTION OF:

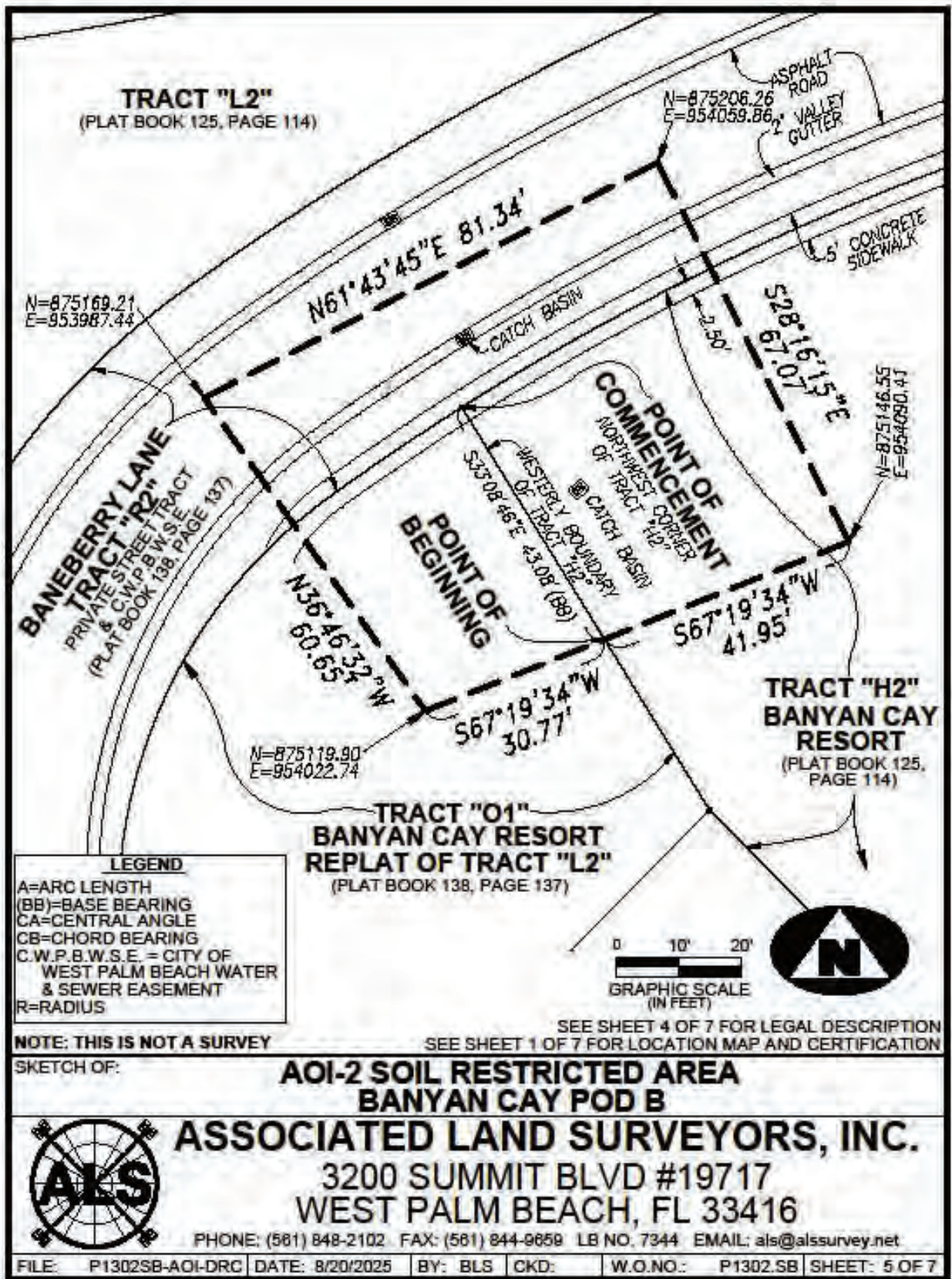
**AOI-2 SOIL RESTRICTED AREA
BANYAN CAY POD B**



ASSOCIATED LAND SURVEYORS, INC.
3200 SUMMIT BLVD #19717
WEST PALM BEACH, FL 33416

PHONE: (561) 848-2102 FAX: (561) 844-9659 LB NO. 7344 EMAIL: als@alssurvey.net

FILE: P1302SB-AOI-DRC | DATE: 8/20/2025 | BY: BLS | CKD: | W.O.NO.: P1302.SB | SHEET: 4 OF 7



LEGAL DESCRIPTION OF AOI-3

A PARCEL OF LAND LYING IN EAGLE OAKS LANE, AND LOTS 16 AND 17, BANYAN CAY RESORT REPLAT OF TRACT "L1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, PAGE 18, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND IN TRACT "R", BANYAN CAY RESORT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125, PAGE 114, SAID PUBLIC RECORDS; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 16; THENCE, SOUTH 38°24'07" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 5.10 FEET TO THE **POINT OF BEGINNING**;

THENCE, NORTH 82°12'49" EAST, DEPARTING SAID LOT LINE, A DISTANCE OF 79.58 FEET; THENCE, SOUTH 15°16'28" EAST, A DISTANCE OF 64.37 FEET; THENCE, SOUTH 50°49'50" WEST, A DISTANCE OF 46.98 FEET; THENCE, NORTH 42°58'33" WEST, A DISTANCE OF 74.72 FEET TO THE **POINT OF BEGINNING**.

TOTAL CONTAINING: 4,252 SQUARE FEET OR 0.10 ACRE, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

NOTE: THIS IS NOT A SURVEY

SEE SHEET 7 OF 7 FOR SKETCH
SEE SHEET 1 OF 7 FOR LOCATION MAP AND CERTIFICATION

LEGAL DESCRIPTION OF:

**AOI-3 SOIL RESTRICTED AREA
BANYAN CAY POD B**

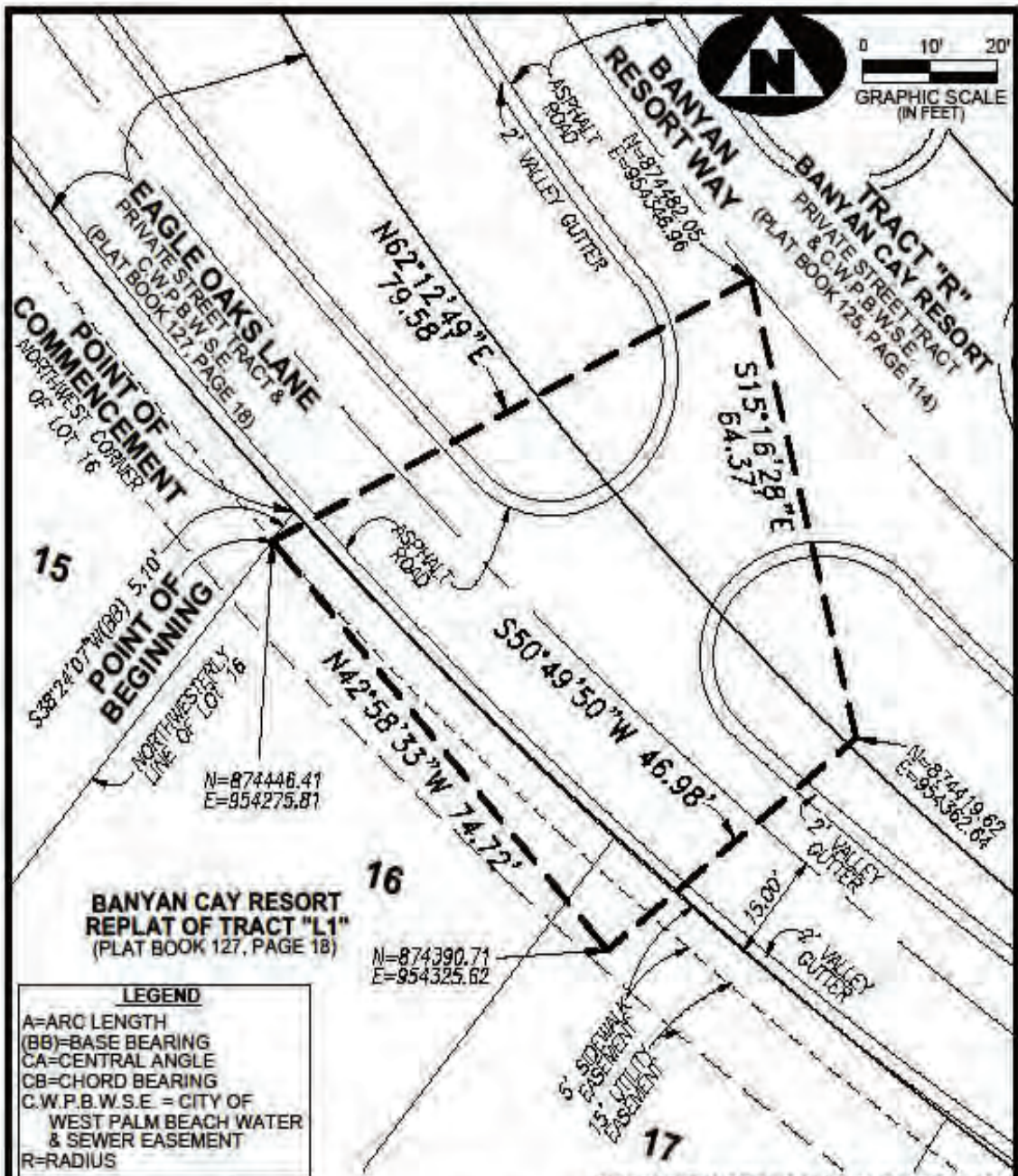


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3200 SUMMIT BLVD #19717
WEST PALM BEACH, FL 33416

PHONE: (561) 848-2102 FAX: (561) 844-0658 LB NO. 7344 EMAIL: als@alssurvey.net

FILE: P1302SB-AOI-DRC | DATE: 8/20/2025 | BY: BLS | CKD: | W.O.NO.: P1302.SB | SHEET: 6 OF 7



NOTE: THIS IS NOT A SURVEY
 SEE SHEET 8 OF 7 FOR LEGAL DESCRIPTION
 SEE SHEET 1 OF 7 FOR LOCATION MAP AND CERTIFICATION

SKETCH OF:
**AOI-3 SOIL RESTRICTED AREA
 BANYAN CAY POD B**



ASSOCIATED LAND SURVEYORS, INC.

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FILE: P1302SB-AOI-DRC | DATE: 8/20/2025 | BY: BLS | CKD: | W.O.NO.: P1302.SB | SHEET: 7 OF 7