

3H-12

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 11, 2006 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) a Deed of Conservation Easement in favor of the South Florida Water Management District (SFWMD) on approximately 2.41 acres at Jupiter Farms Park; and
- B) a Restrictive Covenant providing for two (2) littoral planting areas covering approximately .49 acres at Jupiter Farms Park.

Summary: The County is upgrading Jupiter Farms Park with two lighted soccer/football fields and an increase to the parking area. Jupiter Farms Park is located at 16655 Jupiter Farms Road, west of Jupiter. As part of the improvements, the water management tract will be expanding to meet permit requirements. A condition of the SFWMD permit requires a conservation easement on 2.41 acres which contain existing pine flatwoods uplands and wetlands. The easement area is located at the southwest corner of the property and is being granted to SFWMD at no charge. The Restrictive Covenant identifies the .49 acre littoral planting area, within the expanded water management tract north of the easement area, as required by SFWMD and the Environmental Resources Management Department and provides for the maintenance thereof. The Parks and Recreation Department has reviewed and approved the location for both the Conservation Easement and the Restrictive Covenant. (PREM) District 1 (HJF)

Background and Justification: In February of 2006, the Board approved the Park's upgrades (R2006-0349). The Deed of Conservation Easement in favor of SFWMD will ensure that the property remains in its natural condition and provides SFWMD access for restoration enforcement. The Easement is required as a permit condition and is therefore being granted to SFWMD at no charge. The design of the Park's upgrades allowed for an area of the Park with existing wetlands to be dedicated in perpetuity for wetland purposes. Permit requirements for excavation of the compensating storage lake require the County to plant a littoral area to satisfy requirements for both ERM and SFWMD. The County, as property owner, is required to execute and record the Restrictive Covenant. The construction of the upgrades is expected to begin in the Fall of 2006.

Attachments:

- 1. Location Map
- 2. Deed of Conservation Easement
- 3. Restrictive Covenant

Recommended By: Richard Anthony Wong 6/23/06
Department Director Date

Approved By: [Signature] 7/3/06
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No Fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Jim Dink 6-28-06

 OFMB

Dr. J. Jacob 6/29/06

 Contract Development and Control

AM 6-28-06
6/29/06

B. Legal Sufficiency:

H. J. J. 6/30/06

 Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

R41

NO CONTINUING MAP

R42

4

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T40

1

MARTIN COUNTY

,40

36

LOXAHATCHEE RIVER NATURAL AREA

31

2

INDIANTOWN

CITRUS RD
GULFSTREAM

VALLEY OAK PL (183 CT N)
AV
HOLY OAK LN
OAK HAMMOCK LN (182 LN N)
ISLAND OAK
180 LN N
SOUTHERN OAK LN
TAYLOR RD

T41

3

6

RIVERBEND/REESE GROVES PARK

Subject

JUPITER FARMS PARK

ROCKY PINES
111 TER N RD
BRIDLE CT
BRIDLE LN
TRAILWOOD CR PL
176 LN
175 RD
103 TER N
104 TER N (THUNDER RD)
SIDING RD
DOGWOOD TR N
DOGWOOD TR S
PINWOOD TR
WILDWOOD
173 RD
174 CT N
REDWOOD TR
172 ST
171 ST
170 ST
169 CT
167 WY N
166 WY N
165 WY N
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SEE PG 12

4

LOCATION MAP ATTACHMENT # 1



Prepared by and return to:
Tripp Cioci, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
3200 Belvedere Road, Building 1169
West Palm Beach, FL 33406

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this _____ by Palm Beach County, a political subdivision of the State of Florida, ("Grantor") whose mailing address is 3200 Belvedere Road, Bldg. 1169, West Palm Beach, FL 33406 to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

W I T N E S S E T H

WHEREAS, Grantor is the owner of certain lands situated in Palm Beach County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, Grantor desires to construct Jupiter Farms Park "C" ("Project") at a site in Palm Beach County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. 50-03080-S ("Permit") authorizes certain activities which affect waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the District's jurisdiction; and

WHEREAS, Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes, over the area described on Exhibit "B" ("Conservation Easement").

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit,

together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for and in favor of Grantee upon the property described on Exhibit "B" which shall run with the land and be binding upon Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in this Conservation Easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Easement that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, or other activities described herein that are permitted or required by the Permit, the following activities are prohibited in or on the Conservation Easement:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural or enhanced condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

7. To the extent provided by law, any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by and recoverable against the nonprevailing party in such proceedings.

8. **Enforcement.** Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property.

12. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Palm Beach County.

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

Grantor hereby covenants with said Grantee that Grantor has good right and lawful authority to convey this Conservation Easement.

IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand this the day and year first written above

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, a
political subdivision of the State of
Florida**

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

**APPROVED AS TO FORM
LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

By: _____
Assistant County Attorney

G:\TCioci\Jupiter Farms Park\SFWMD Deed of Conservation Easement-HF approved- 5-24-06.doc

Exhibit A

Legal Description

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 12, Township 41 South, Range 41 East, Palm Beach County, Florida

LESS: The Rights-of-way for Jupiter Farms Road (S.R. 7 Extended), and Randolph Siding Road, and the Canal Right-of-way adjacent to Randolph Siding Road, all according to the Plat of Jupiter Farms and Groves recorded in Plat Book 24, page 7, Palm Beach County, Florida public records.

AND ALSO LESS: The parcel conveyed in Official Record Book 8134, page 1645, Palm Beach County Florida public records, described as:

The North 485.99 feet of the East 896.08 feet of that part of said Northeast Quarter (NE 1/4) of said Northeast Quarter (NE 1/4) of said Section 12, lying West of Jupiter Farms Road and South of the South line of 50.00 foot canal right of way adjacent to Randolph Siding Road as each is shown on the Plat of Jupiter Farms and Groves recorded in Plat Book 24, page 7, public records of Palm Beach County, Florida.

AND ALSO LESS: The parcel described in Official Record Book 9154, page 172, Palm Beach County, Florida, described as:

The South 280.00 feet of the East 314.92 feet of said Northeast Quarter (NE 1/4) of said Northeast Quarter (NE 1/4) of said Section 12, Township 41 South, Range 41 East, Palm Beach County, Florida

EXHIBIT "B"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE N89 °57'32"W ALONG THE NORTH LINE OF SAID SECTION 12 FOR 1326.64 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 12; THENCE S00 °20'36"W ALONG SAID WEST LINE FOR 36.18 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE CANAL ADJACENT TO RANDOLPH SIDING ROAD ACCORDING TO THE PLAT OF JUPITER FARMS AND GROVES AS RECORDED IN PLAT BOOK 24, PAGE 7 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID WEST LINE S00 °20'36"W FOR 820.19 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE ALONG SAID WEST LINE S00 °20'36"W FOR 466.67 FEET;
 THENCE S89 °57'03"E FOR 163.57 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 320.00 FEET, WHERE THE RADIAL LINE BEARS S35°15'09"E;
 THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14 °51'49" FOR 83.01 FEET TO A POINT OF NON-TANGENCY;
 THENCE N00 °19'32"E FOR 199.73 FEET;
 THENCE S90 °00'00"W FOR 16.24 FEET;
 THENCE N00 °00'00"E FOR 228.45 FEET;
 THENCE S90 °00'00"W FOR 218.88 FEET TO THE POINT OF BEGINNING.

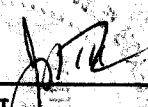
CONTAINING 2.4131 ACRES, MORE OR LESS.

BEARING BASIS: N89°57'32"W (GRID) ALONG THE NORTH LINE OF SECTION 12, TOWNSHIP 41 SOUTH, RANGE 41 EAST.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.

ABBREVIATIONS

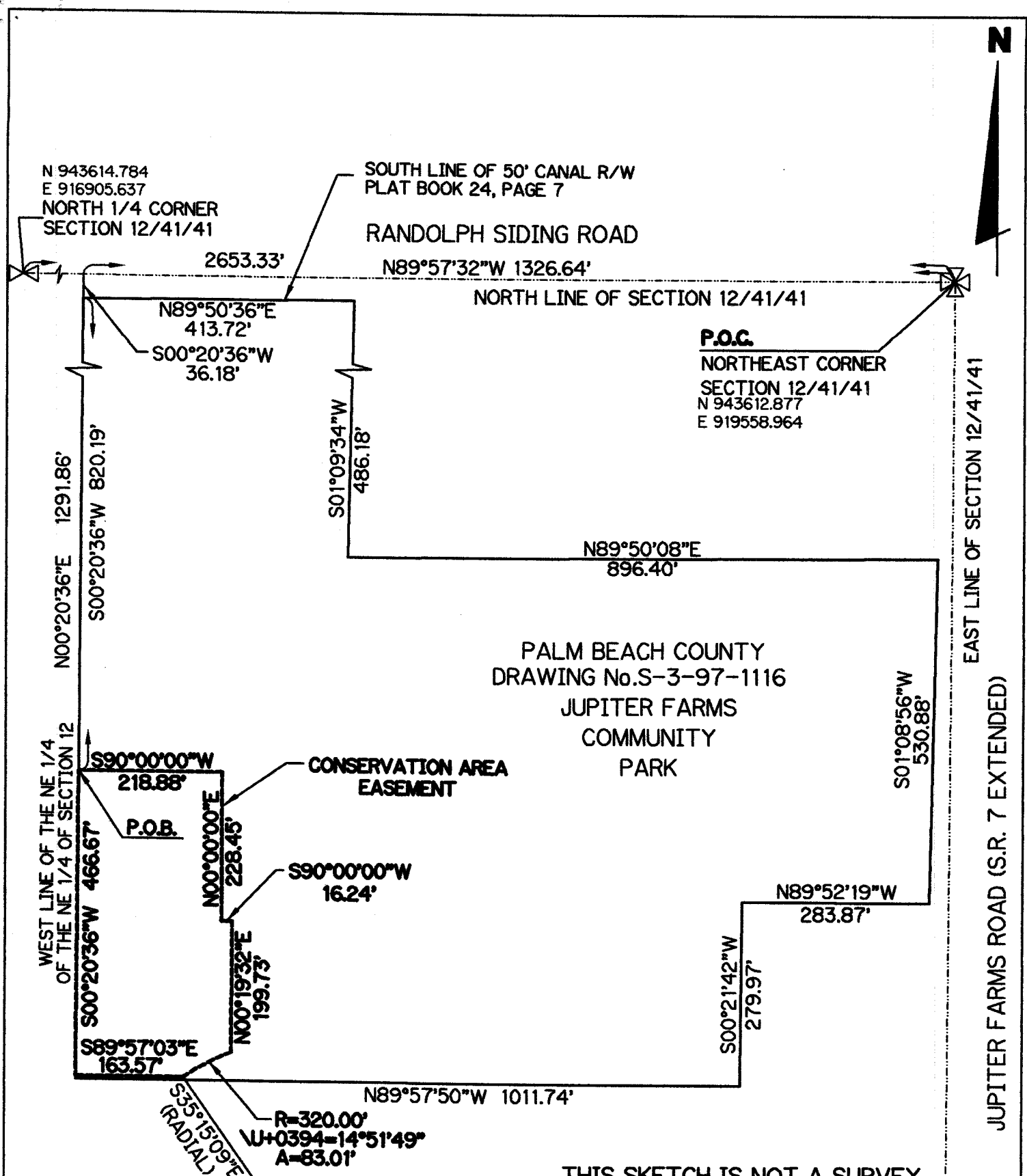
P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 S.R. - STATE ROAD
 R/W - RIGHT-OF-WAY


 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: MAY 04 2006

B
BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FL 33407
 (561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

DRAWN: DKW	PROJ. No.
CHECKED: TB	SCALE: NONE
WESTERLY CONSERVATION AREA JUPITER FARMS PARK	DATE: 5/2/2006
	SHEET 1 OF 2



THIS SKETCH IS NOT A SURVEY.

B BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PARKWAY, SUITE 305, W.P.B., FL 33407
 (561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

DRAWN: DKW	PROJ. No.
CHECKED: TB	SCALE: 1"=200'
WESTERLY CONSERVATION AREA JUPITER FARMS PARK	DATE: 5/2/2006
	SHEET 2 OF 2

RESTRICTIVE COVENANT

This Restrictive Covenant, made and executed this _____ day of _____, 20____, by Palm Beach County ("Owner").

WITNESSETH:

Whereas, the Owner is the owner of that water management tract with designated planted littoral shelves, as legally described in Exhibit "A" attached hereto and made a part hereof; and

Whereas, the final site plan certified by the Palm Beach County Development Review Committee under Petition No. N/A Zoned PO (or another appropriate site plan) is set forth in Exhibit "B" attached hereto and made a part hereof; and

Whereas, there is a required 11,344 square foot coverage to be planted in accordance with an associated littoral planting plan and maintained at a minimum of 80% as approved by the County Department of Environmental Resources Management ("ERM") in the approved Notice of Intent to Construct for Excavation (NIC) E200521 (number) which can be found at ERM. This Restrictive Covenant includes reference to 18,124 square foot coverage to be planted for compliance with the South Florida Water Management District Environmental Resource Permit 50-03080-S for water quality enhancement. The total square foot coverage to be planted is 21,503.

NOW, THEREFORE, in accordance with the Palm Beach County Unified Land Development Code ("ULDC"), Article 4 Chapter D, Excavation, Owner, its successors, heirs and assigns, must provide for and perpetually maintain the planted littoral shelves as more specifically provided for in Exhibit A attached hereto and NIC approval. Furthermore, it is a punishable violation of Palm Beach County laws, ordinances, codes, regulations and approvals to alter the approved slopes, contours or cross sections or to chemically, mechanically or manually remove, damage or destroy any plants in the reclaimed areas and planted littoral zone as set forth in Exhibit A attached hereto and NIC approval, except, upon the express, written approval from the Director of ERM or the Palm Beach County Zoning Division, as applicable. It is the responsibility of the Owner, its successors, heirs and assigns, to maintain the required survivorship and coverage of the reclaimed upland and planted littoral areas as set forth in Exhibit A attached hereto and NIC approval and to insure ongoing removal of prohibited and invasive non-native plant species from these areas. The littoral areas shall be constructed and perpetually maintained in compliance with the planting plan requirements of the ULDC, Article 4 Chapter D, Excavation, and planting plans as approved by ERM and set forth in Exhibit A attached hereto and NIC approval. These restrictions shall be deemed covenants running with the land.

In witness, Owner hereunder executes this Restrictive Covenant the day and year first written above.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, a
Political Subdivision of the State of Florida

Board of County Commissioners

By: _____
(Deputy Clerk)

By: _____
(Chair)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Assistant County Attorney)

STATE OF _____
COUNTY OF _____

Before me personally appeared, _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed such instrument for the purpose therein expressed.

Witness my hand and official seal this _____ day of _____, 20____.

(Notary Public)

State of _____ at Large My Commission Expires: _____ 7/05 frm_rca_pbc

EXHIBIT "A"

TWO PARCELS OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LITTORAL AREA No.1:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 12;
 THENCE ALONG THE NORTH LINE OF SAID SECTION 12, N89°57'32"W FOR 1326.64 FEET TO THE WEST LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12;
 THENCE ALONG SAID WEST LINE, S00°20'36"W FOR 36.18 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE CANAL ADJACENT TO RANDOLPH SIDING ROAD, ACCORDING TO THE PLAT OF JUPITER FARMS GROVES, AS RECORDED IN PLAT BOOK 24, PAGE 7, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
 THENCE CONTINUE ALONG SAID WEST LINE, S00°20'36"W FOR 676.27 FEET;
 THENCE S89°39'24"E FOR 46.18 FEET TO POINT OF BEGINNING No.1;
 THENCE S00°04'41"W FOR 53.67 FEET;
 THENCE N89°38'42"E FOR 23.56 FEET;
 THENCE S56°32'04"E FOR 58.02 FEET;
 THENCE S00°04'14"W FOR 29.71 FEET;
 THENCE N89°38'42"E FOR 43.67 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET, WHERE A RADIAL LINE BEARS N80°34'02"W;
 THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 109°09'00" FOR 190.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 7810 SQUARE FEET, MORE OR LESS.

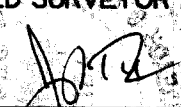
(CONTINUED ON SHEET 2 OF 4)

BEARING BASIS: N89°57'32"W (GRID) ALONG THE NORTH LINE OF SECTION 12, TOWNSHIP 41 SOUTH, RANGE 41 EAST.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.

ABBREVIATIONS

P.O.B.- POINT OF BEGINNING
 P.O.C.- POINT OF COMMENCEMENT
 R/W - RIGHT-OF-WAY
 R - RADIUS
 - CENTRAL ANGLE
 A - ARC LENGTH


 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: MAY 04 2006

 **BROWN & PHILLIPS, INC.**
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PARKWAY SUITE 305, W.P.B., FL 33407
 (561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

DRAWN: MDB	PROJ. No. 04-019E
CHECKED: JEP	SCALE: NONE
LITTORAL AREA JUPITER FARMS PARK	DATE: 5/2/2006 SHEET 1 OF 4

LITTORAL AREA No.2:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 12;
 THENCE ALONG THE NORTH LINE OF SAID SECTION 12, N89°57'32"W FOR 1326.64 FEET TO THE WEST LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12;
 THENCE ALONG SAID WEST LINE, S00°20'36"W FOR 36.18 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE CANAL ADJACENT TO RANDOLPH SIDING ROAD, ACCORDING TO THE PLAT OF JUPITER FARMS GROVES, AS RECORDED IN PLAT BOOK 24, PAGE 7, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
 THENCE CONTINUE ALONG SAID WEST LINE, S00°20'36"W FOR 322.14 FEET;
 THENCE S89°39'24"E FOR 78.59 FEET TO POINT OF BEGINNING No.2, ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 58.00 FEET, WHERE A RADIAL LINE BEARS N09°04'14"W;
 THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 32°39'38" FOR 33.06 FEET TO A POINT OF TANGENCY;
 THENCE N48°16'08"E FOR 19.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 92.00 FEET;
 THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°02'07" FOR 22.54 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 73.00 FEET, WHERE A RADIAL LINE BEARS N59°05'52"E;
 THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 40°15'14" FOR 51.29 FEET;
 THENCE N72°33'38"E FOR 11.96 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 54.00 FEET, WHERE A RADIAL LINE BEARS S08°12'26"W
 THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°38'03" FOR 10.02 FEET;
 THENCE S44°55'00"E FOR 11.46 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 73.00 FEET, WHERE A RADIAL LINE BEARS N07°21'09"E;
 THENCE EASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 40°10'53" FOR 51.19 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 92.00 FEET, WHERE A RADIAL LINE BEARS S54°01'20"W;
 THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 46°26'12" FOR 74.56 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 150.00 FEET, WHERE A RADIAL LINE BEARS N26°25'17"W;
 THENCE WESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 85°54'25" FOR 224.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,693 SQUARE FEET, MORE OR LESS.



BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PARKWAY SUITE 305, W.P.B., FL 33407
 (561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

DRAWN: MDB	PROJ. No. 04-019E
CHECKED: JEP	SCALE: NONE
LITTORAL AREA JUPITER FARMS PARK	DATE: 5/2/2006
	SHEET 2 OF 4

RANDOLPH SIDING ROAD

2653.33'

N89°57'32"W 1326.64'

NORTH LINE OF SECTION 12/41/41

N89°50'36"E 413.72'

SOUTH LINE OF 50' CANAL R/W
PLAT BOOK 24, PAGE 7

P.O.C.

N.E. CORNER
SECTION 12/41/41
N 943612.877
E 919558.964

NORTH 1/4 CORNER
SECTION 12/41/41
N 943614.784
E 916905.637

36.18'

322.14'

S00°20'36"W

676.27'

WEST LINE OF THE N.E. 1/4
OF THE N.E. 1/4 OF SECTION 12

P.O.B. No.2

78.59'
S89°39'24"E

SEE SHEET 3

LITTORAL
AREA No.2

S01°09'34"W
486.18'

N89°50'08"E

PALM BEACH COUNTY
DRAWING No.S-3-97-1116
JUPITER FARMS
COMMUNITY
PARK

P.O.B. No.1

S89°39'24"E
46.18'

SEE SHEET 3

LITTORAL
AREA No.1



BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES

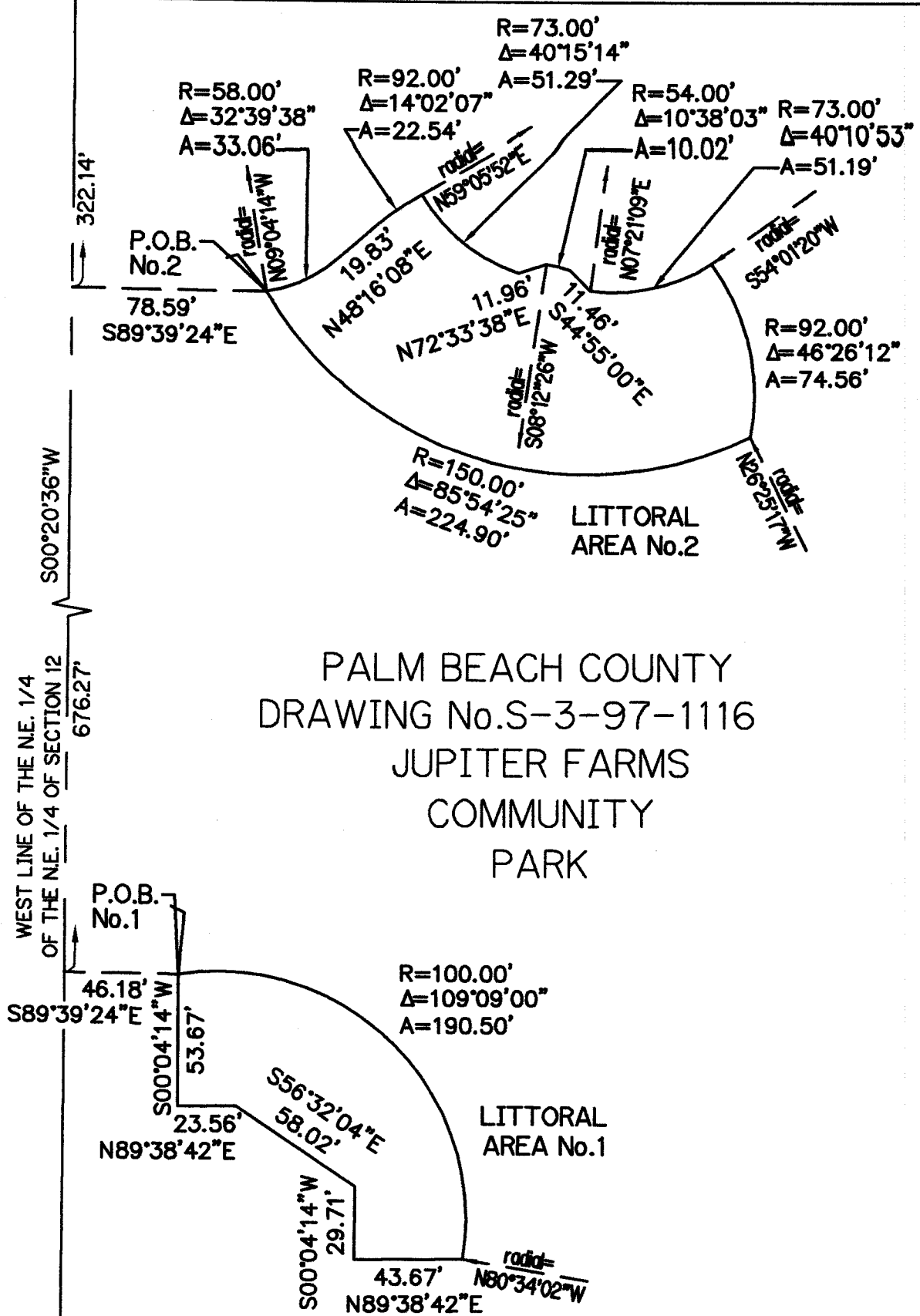
CERTIFICATE OF AUTHORIZATION # LB 6473

901 NORTHPOINT PARKWAY SUITE 305, W.P.B., FL 33407

(561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

DRAWN: MDB	PROJ. No. 04-019E
CHECKED: JEP	SCALE: 1"=100'
LITTORAL AREA JUPITER FARMS PARK	DATE: 5/2/2006
	SHEET 3 OF 4



PALM BEACH COUNTY
DRAWING No.S-3-97-1116
JUPITER FARMS
COMMUNITY
PARK

B BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PARKWAY SUITE 305, W.P.B., FL 33407
(561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
DRAWN: MDB	PROJ. No. 04-019E
CHECKED: JEP	SCALE: 1"=60'
LITTORAL AREA JUPITER FARMS PARK	DATE: 5/2/2006
	SHEET 4 OF 4