

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	14,500	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	14,500	=====	=====	=====	=====
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes x No _____
 Budget Account No: Fund 4111 Department 121 Unit A043 Object 6505
 Reporting Category _____

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

Budget is available in the above referenced account.

C. Departmental Fiscal Review: *Cynthia Seaman*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature] 10-30-07
 OFMB
 10/30/2007
 10/30/07
 10/29/07

[Signature] 10/30/07
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 10/30/07
 Assistant County Attorney

This Contract complies with our contract review requirements.

At the time of OAC's review, the contract was not executed.

C. Other Department Review:

 Department Director

PREPARED BY AND RETURN TO:
Laura Beebe, Deputy Director, Airports Business Affairs
846 Palm Beach International Airport
West Palm Beach, Florida 33406
PCNs:

EASEMENT EXCHANGE AGREEMENT

THIS EASEMENT EXCHANGE AGREEMENT (this "Agreement"), made this ____ day of _____, 2007, between **GAM REALTY, LLC, a Florida limited liability company**, whose address is 1449 NW Commerce Centre Drive, Port St. Lucie, Florida 34986, hereinafter referred to as "GAM," and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County," whose address is 301 North Olive Avenue, West Palm Beach 33401-4791.

WHEREAS, GAM owns the property described on Exhibit "A" attached hereto and made a part hereof (the "GAM Property"); and

WHEREAS, County is the owner of the property described on Exhibit "B" attached hereto and made part of hereof (the "County Property"); and

WHEREAS, County has requested that GAM grant County a drainage easement relating to the GAM Property to serve the County; and

WHEREAS, GAM has requested that County grant GAM an easement for ingress/egress, utilities and drainage relating to the County Property to serve the GAM Property; and

WHEREAS, the parties to this Agreement desire to exchange the easements described herein for the mutual benefit of each other.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration to which the parties acknowledge receipt, the parties agree to a mutual exchange of easements as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. GAM does hereby grant to County, its successors and assigns, a perpetual non-exclusive appurtenant drainage easement (the "Drainage Easement") for legal positive outfall, together with the right of ingress and egress thereto, in, on, over, under, through, and across the parcel of land located in Palm Beach County, Florida, legally described in Exhibit "C" (the "First Easement Premises"), attached hereto and made a part hereof, to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, tie into, remove and inspect the drainage pipe and associated improvements.

3. The Drainage Easement shall be used for the specific purpose of installing a drainage pipe and associated improvements for drainage and carrying storm water from the County Property, over, under, upon and through the First Easement Premises into the C-51 Canal. County shall have the obligation, at its expense, to clear those obstructions, or repair and/or replace those drainage facilities, within the First Easement Premises, that may in the future result from County's use of the said premises and might interfere with drainage of the County Property.

4. County acknowledges and agrees that County's use and enjoyment of and interest in the Drainage Easement is and shall be strictly limited to that specifically granted herein. County further agrees to exercise the rights granted hereunder in a commercially reasonable manner in order to minimize the impact upon GAM's use and enjoyment of the First Easement Premises.

5. County does hereby grant to GAM, its successors and assigns a perpetual non-exclusive easement for Ingress/Egress, Utilities and Drainage (the "Ingress/Egress Easement") in, on, over, under, through, and across the parcel of land located in Palm Beach County, Florida, legally described in Exhibit "D" (the "Second Easement Premises"), attached hereto and made a part hereof, to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, tie into, remove and inspect any/all improvements therein necessary to achieve the uses and purposes described in paragraph 6, below.

6. The Ingress/Egress Easement shall be used for the specific purposes of providing expanded vehicular access to the GAM Property from the public right-of-way known as East Grace Drive, and to provide GAM with the option to install utilities and drainage connections within the Second Easement Premises to service the GAM Property. GAM shall have the obligation, at its expense, to clear obstructions, or repair and/or replace roadway improvements and drainage and utilities facilities within the Second Easement Premises that are caused by GAM's use of said premises, that might interfere with the reasonable use and enjoyment of said premises by County.

7. GAM acknowledges and agrees that GAM's use and enjoyment of and interest in the Ingress/Egress Easement is and shall be strictly limited to that specifically granted herein. GAM further agrees to exercise the rights granted hereunder in a commercially reasonable manner in order to minimize the impact upon County's use and enjoyment of the Second Easement Premises.

8. GAM and County further agree that with regard to the Drainage Easement located within the GAM Property on the First Easement Premises:

a. Within one (1) year of the effective date of this Agreement, GAM shall at its expense design, permit and construct a connection to the C-51 Canal for legal positive outfall, to include two (2) 4' diameter manholes, one (1) 6' diameter manhole, and approximately 434 linear feet of 18" RCP Dry Drainage Pipe (excluding outfall pipe). GAM shall provide the design and all plans and specifications to the County's Department of Airports for review and

approval, which approval shall not be unreasonably withheld, prior to submission the appropriate governmental agencies.

b. The stormwater runoff capacity that these GAM-constructed dry stormwater collection pipes shall provide is for the 10 year/3 day design storm event. The runoff capacity of the pipe only has to accommodate the bleed down discharge with a 3" bleeder, 18" pipe capacity, which equates to 8.17 CFS.

c. These dry drainage pipes shall be reserved for the exclusive use of County, its successors or its assigns. The drainage facilities shall be part of GAM's common drainage system, with the dry pipes exclusive to County with the use of a 6' manhole. The outfall shall be shared by both County and GAM.

d. As County shall have exclusive use of the dry drainage pipes once constructed, County shall have the right to perform any/all inspections, repairs and reconstruction of these pipes that County deems necessary in its sole discretion, and shall bear the responsibility for maintaining them. County shall not be responsible for repairing any improvements or landscaping installed by GAM in, on, over, under, across or through the First Easement Premises, which are damaged as a result of County's repair or maintenance activities; provided, however, County shall restore the First Easement Premises to graded and turfed condition. In addition, GAM shall be responsible for repairing any damages that it may cause to the dry drainage pipe system resulting from its activities in the First Easement Premises.

e. Likewise, GAM shall have exclusive use of all utility and drainage facilities installed within the Second Easement Premises. GAM shall have the right to perform any/all inspections, repairs or reconstruction of the improvements constructed by GAM within the Second Easement Premises that GAM deems necessary in its sole discretion, and shall bear the responsibility for maintaining them.

f. It is understood that the dry drainage pipes installed by GAM for County's exclusive use may not be activated and used for several years. When such use is proposed, GAM shall cooperate fully with County as it seeks all required government permits. GAM shall be responsible for maintaining the C-51 Outfall facilities until such time as County's use thereof is permitted and begun, at which time and from that point the parties shall share equally all costs of maintaining, repairing, or replacing the said C-51 Outfall facilities.

g. The parties acknowledge that the value of the Drainage Easement exceeds the value of the Ingress/Egress Easement by approximately \$29,000.00. The parties shall share equally in the cost of that difference by having County pay to GAM the sum of \$14,500.00, which amount shall be paid within thirty (30) days of the effective date of this Agreement.

9. All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of any and all persons or entities, their respective successors, assigns, heirs, and personal representatives, having or hereafter acquiring any right, title or interest in or to all or any portion of both the County Property and the GAM Property.

10. Both of the easements described in this Agreement are easements appurtenant to the County Property and the GAM Property, respectively, and may not be transferred or assigned separately or apart from each other.

11. GAM expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the Second Easement Premises to such height so as to comply with 14 CFR Part 77, as may be amended from time to time.

12. GAM agrees for itself, its successors and assigns to prevent any use of the Second Easement Premises which would interfere with the landing or taking off of aircraft at the Palm Beach International Airport; interfere with air navigation and/or communication facilities serving Palm Beach International Airport; or otherwise would constitute an airport hazard.

13. GAM shall indemnify and hold harmless County and its officers, agents and employees from and against any and all damages, losses and expenses arising out of exercise of the rights granted hereby by any person whomsoever. Notwithstanding the foregoing, GAM shall not be liable under this paragraph for damages arising out of any injury or damage to persons or property directly caused by or resulting from negligence of County or its officers, agents or employees.

14. The Ingress/Egress Easement shall be subject and subordinate to the terms and conditions of any agreements entered by and between County and the State of Florida and/or United States of America, and any agencies thereof, relating to the acquisition of the County Property by County.

15. Both of the easements described in this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with these Easements shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

16. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of the Agreement and the same shall remain in full force and effect.

17. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

18. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

TO HAVE AND TO HOLD THE SAME unto both County and GAM, their successors and assigns forever.

IN WITNESS WHEREOF, the parties have executed this Easement Exchange Agreement on the date set forth hereinabove.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: *James Bock*
Assistant County Attorney

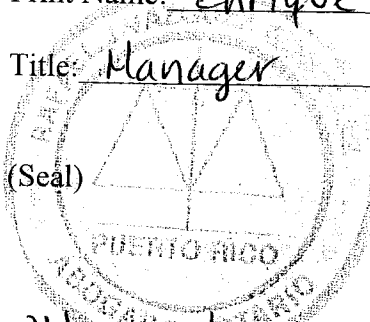
By: *James Kelly*
Director, Department of Airports

Signed, sealed & delivered in the presence of two subscribing witnesses:

Cristina Pavia
Signature
Cristina Pavia
Print Name
Johanna Rive
Signature
JOHANNA RIVE
Print Name

GAM REALTY, LLC, a Florida Limited liability company

By: *Enrique Trizarr*
Print Name: Enrique Trizarr
Title: Manager



STATE OF Puerto Rico SP 1677
COUNTY OF Cotacino

BEFORE me the undersigned authority on this 2nd day of November, 2007 personally appeared Enrique Trizarr, who is personally known to me or who has produced a NYA as identification and who did (did not) take an oath.

[Signature]
Notary Public

EXHIBIT "A"
GAM PROPERTY

PARCEL A:

A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3, IN SECTION 5; RUN THENCE NORTHERLY ALONG THE LINE BETWEEN GOVERNMENT LOTS 3 AND 4 A DISTANCE OF 911.24 FEET TO A POINT ON THE EAST LINE OF LOT 18, OF MORRISON HOMES, A SUBDIVISION RECORDED IN PLAT BOOK 23, PAGES 189 & 190, PALM BEACH COUNTY PUBLIC RECORDS, SAID POINT BEING 23.11 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 18, AND BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN EASTERLY, ANGLING $90^{\circ}59'12''$ FROM SOUTH TO EAST, ON THE EASTERLY EXTENSION OF A LINE 23.11 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 138.00 FEET; THENCE RUN NORTHEASTERLY, ANGLING $100^{\circ}47'31''$ FROM WEST TO NORTHEAST, A DISTANCE OF 194.05 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE WEST PALM BEACH CANAL, WHICH RIGHT-OF-WAY LINE IS A CURVE, CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 2764.91 FEET; THENCE RUN WESTERLY ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $3^{\circ}40'22''$, A DISTANCE OF 177.24 FEET TO THE INTERSECTION OF THE WEST LINE OF GOVERNMENT LOT 3 AFORESAID; THENCE RUN SOUTHERLY ON SAID GOVERNMENT LOT LINE A DISTANCE OF 239.97 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

THAT PART OF LAND IN GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 44 SOUTH, RANGE 43 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE SOUTH $87^{\circ}54'31''$ EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 1356.14 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 3, SAID WEST LINE BEING THE SAME AS THE NORTHERLY PROJECTION OF THE EAST LINE OF MORRISON HOMES, AS RECORDED IN PLAT BOOK 23, PAGES 189 AND 190, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH $02^{\circ}53'36''$ WEST ALONG SAID WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 183.17 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE C-51 WEST PALM BEACH CANAL, SAID POINT BEING THE NORTHEAST CORNER OF SAID MORRISON HOMES PLAT AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $02^{\circ}53'36''$ WEST ALONG SAID WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 28.42 FEET; THENCE NORTH $62^{\circ}30'53''$ EAST, A DISTANCE OF 39.77 FEET TO A NON-TANGENT POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE SAID C-51 WEST PALM BACH CANAL, THROUGH WHICH A RADIAL LINE BEARS SOUTH $16^{\circ}52'05''$ WEST; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A CHORD BEARING OF NORTH $73^{\circ}29'52''$ WEST, THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 2764.91 FEET, THROUGH A CENTRAL ANGLE OF $00^{\circ}43'53''$, AN ARC DISTANCE OF 35.30 FEET TO THE END OF SAID CURVE AND TO THE POINT OF BEGINNING.

PARCEL B:

A PARCEL OF LAND IN GOVERNMENT LOT 4, SECTION 5, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL OF LAND BEING A PORTION OF LOT 18, OF MORRISON HOMES, A SUBDIVISION RECORDED IN PLAT BOOK 23, PAGES 189 & 190, PALM BEACH COUNTY PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4, IN SECTION 5, RUN THENCE NORTHERLY ALONG THE LINE BETWEEN GOVERNMENT LOTS 3 AND 4 A DISTANCE OF 911.24 FEET TO A POINT ON THE EAST LINE OF SAID LOT 18, MORRISON HOMES, WHICH POINT IS 23.11 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE NORTHERLY ON THE SAME COURSE A DISTANCE OF 201.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 18; THENCE RUN WESTERLY ALONG THE NORTH LINE OF SAID LOT 18 A DISTANCE OF 18.73 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE RUN SOUTHWESTERLY ALONG THE NORTHWEST LINE OF SAID LOT 18, A DISTANCE OF 51.06 FEET; THENCE RUN SOUTHERLY, DEFLECTING 40°15'30" TOWARD THE EAST A DISTANCE OF 165.92 FEET TO A POINT IN A LINE PARALLEL TO AND 23.11 FEET NORTH OF THE SOUTH LINE OF SAID LOT 18; THENCE RUN EASTERLY ON SAID PARALLEL LINE A DISTANCE OF 62.94 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT IN COMMON FOR INGRESS AND EGRESS OVER THE SOUTHERLY 23.11 FEET OF SAID LOT 18, OF MORRISON HOMES.

PARCEL C:

A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL CONTAINING 0.75 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3, IN SAID SECTION 5, RUN THENCE NORTHERLY ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 911.24 FEET TO A POINT ON THE EAST LINE OF LOT 18, OF THE NORTH SECTION OF MORRISON HOMES, A SUBDIVISION IN GOVERNMENT LOT 4, OF SAID SECTION 5, RECORDED IN PLAT BOOK 23, PAGE 190, PALM BEACH COUNTY PUBLIC RECORDS, SAID POINT BEING 23.11 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 18, THENCE RUN EASTERLY ON A LINE PARALLEL TO AND 23.11 FEET NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 18 ANGLING 90°59'12" FROM SOUTH TO EAST, A DISTANCE OF 138.00 FEET TO A POINT WHICH IS THE SOUTHEAST CORNER OF LAND DEEDED TO RAY BEVINS, AND ESTABLISHED BY SURVEY MADE BY JOHN P. DAVIS & ASSOCIATES, INC., DATED DECEMBER 4, 1970, THIS SAID POINT BEING ALSO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN SOUTHERLY, PARALLEL TO SAID WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 10.00 FEET; THENCE RUN EASTERLY ON A LINE PARALLEL TO AND 13.11 FEET NORTH OF THE AFORE SAID EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 18, MORRISON HOMES, A DISTANCE OF 200.31 FEET; THENCE RUN NORTHERLY, ANGLING 91°04'55" FROM WEST TO NORTH, A DISTANCE OF 140.55 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE WEST PALM BEACH CANAL, SAID RIGHT-OF-WAY LINE BEING A CURVE, CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 2764.91 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVING RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE 3°40'04", A DISTANCE OF 177.00 FEET TO THE NORTHEAST CORNER OF AFORESAID RAY BEVINS PROPERTY; THENCE RUN SOUTH-SOUTHWESTERLY ON THE EASTERLY LINE OF SAID BEVINS PROPERTY A DISTANCE OF 194.05 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT IN COMMON FOR PERPETUAL INGRESS AND EGRESS OVER AND UPON A STRIP OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF LOT 18 OF SAID NORTH SECTION OF MORRISON HOMES WITH THE EASTERLY RIGHT-OF-WAY LINE OF GRACE DRIVE, A ROAD IN SAID SUBDIVISION; RUN THENCE EASTERLY ALONG SAID SOUTH LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 341.20 FEET TO THE BEGINNING OF A CURVE (P.C.), CONCAVE TO THE NORTHWEST AND HAVING A RADIUS

OF 13.11 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}59'12''$, A DISTANCE OF 20.82 FEET TO A POINT ON THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL OF LAND; THENCE RUN WESTERLY ON SAID SOUTHERLY LINE A DISTANCE OF 43.11 FEET TO THE SOUTHWEST CORNER OF SAID ABOVE DESCRIBED PARCEL ; THENCE RUN NORTHERLY, ANGLING $89^{\circ}00'48''$, FROM EAST TO NORTH , A DISTANCE OF 10.00 FEET; THENCE RUN WESTERLY ON A LINE PARALLEL TO AND 23.11 FEET NORTH OF SAID EASTERLY EXTENSION OF SAID SOUTH LINE OF LOT 18, A DISTANCE OF 324.91 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF GRACE DRIVE.

EXHIBIT "B"
COUNTY PROPERTY

LEGAL DESCRIPTION

PARCEL 1

A parcel of land being a portion of Lots 49, 50, 51, 52, 53, 55, 57, and 58A; and a portion of South Grace Drive and West Grace Drive, as abandoned per Official Record Book 10959, page 1706, public records, Palm Beach County, Florida, all being a part of MORRISON HOMES, as recorded in Plat Book 23, Pages 189 and 190, public records, Palm Beach County, Florida; said parcel being specifically described as follows:

COMMENCE at the Southeast corner of Lot 63, as shown on said plot of MORRISON HOMES; Thence North 02°27'00" East, along the East line of said Lot 63, a distance of 36.88 feet to a point on the Southeasterly right of way line of Australian Avenue, as recorded in Official Record Book 7419, Page 1565, public records, Palm Beach County, Florida;
Thence, South 67°53'58" West, along said right of way line, a distance of 43.06 feet to the point of curvature of a curve to the left having a radius of 50.00 feet, a central angle of 95°49'58" and a chord bearing of South 19°58'59" West; said point being on the Easterly line of Florida Department of Transportation Parcel 192, as recorded in Official Record Book 10653, Page 1526, public records, Palm Beach County, Florida;
Thence, Southerly, along the arc of said curve and the Easterly line of said FDOT Parcel 192, a distance of 83.63 feet to the point of tangency;
Thence, South 27°56'00" East, along the Easterly line of said FDOT Parcel 192, a distance of 52.00 feet
Thence, South 62°04'00" West, along the Southerly line of said FDOT Parcel 192, a distance of 50.00 feet to a point on a curve concave to the Southwest, having a radius of 125.00 feet and whose center bears South 62°04'00" West; said point being the POINT OF BEGINNING of the herein described parcel of land;

Thence, Southerly, along the arc of said curve, through a central angle of 30°23'00", a distance of 66.29 feet to the point of tangency;
Thence, South 02°27'00" West, a distance of 108.00 feet to the point of curvature of a curve to the right, having a radius of 185.00 feet, a central angle of 28°50'14" and a chord bearing of South 16°52'07" West;
Thence, Southerly, along the arc of said curve, a distance of 93.11 feet to the end of said curve;
Thence, North 36°03'03" West, a distance of 304.98 feet to a point on the Southeasterly right of way line of Australian Avenue as recorded in Official Record Book 7419, Page 1565, public records, Palm Beach County, Florida; said point being on a curve concave to the Southeast, having a radius of 790.00 feet and whose center bears South 41°45'16" East;
Thence, Northeasterly, along the arc of said curve and said right of way line, through a central angle of 00°55'25", a distance of 12.73 feet to a point on the Westerly right of way line of that portion of West Grace Drive as abandoned per Official Record Book 10959, Page 1706, public records, Palm Beach County, Florida and the end of said curve.
Thence, North 52°08'20" East, along the Northerly limits of that portion of West Grace Drive abandoned per Official Record Book 10959, Page 1706, public records, Palm Beach County, Florida, a distance of 80.94 feet to the intersection of the Westerly line of Lot 55, of MORRISON HOMES and the Southeasterly right of way line of said Australian Avenue, as recorded in Official Record Book 7419, Page 1565, public records, Palm Beach County, Florida; said point being on a curve concave to the Southeast, having a radius of 790.00 feet and whose center bears South 34°57'30" East;
Thence, Northeasterly, along the arc of said curve and said right of way line, through a central angle of 02°27'22", a distance of 33.86 feet to a point of compound curvature of a curve to the right, having a radius of 50.00 feet, a central angle of 94°34'08" and a chord bearing of South 75°13'04" East; said curve being the Westerly line of the aforesaid Florida Department of Transportation Parcel 192;
Thence Easterly and Southeasterly, along the arc of said curve and the Westerly line of FDOT Parcel 192, a distance of 82.53 feet to the point of tangency;
Thence, South 27°56'00" East, along the Westerly line of FDOT Parcel 192, a distance of 50.68 feet to the POINT OF BEGINNING;

TOGETHER WITH PARCEL #

A parcel of land being all of Lots 17, 17A, 19, 20, 21, 22, 22A, 23, 23A, 23B, 24, 25, 25A, 25E, 26, 27, 28, 29, 29A, 33, 35, 36, 38, 39, 40, 41, 41A, 42, 43, 44, 45, 46, 59, 59A, and 59E, and a portion of Lot 9A, 11, 13, 15, 16, 18, 47, 48, 57, 61, 61A, 61B, 63, and 66, and a portion of South Grace Drive, Central Grace Drive, and North Grace Drive, as abandoned per Official Record Book 10959, Page 1706, public records, Palm Beach County, Florida, all being a part of MORRISON HOMES, as recorded in Plat Book 23, Pages 189 and 190, public records, Palm Beach County, Florida; said parcel being specifically described as follows:

COMMENCE AT the Southeast corner of Lot 63, as shown on said plat of MORRISON HOMES; Thence, North 02°27'00", East, along the East line of said Lot 63, a distance of 36.88 feet to a point on the Southeasterly right of way line of Australian Avenue, as recorded in Official Record Book 10653, Page 1587, public records, Palm Beach County, Florida; said point being the POINT OF BEGINNING;

Thence, North 67°53'58" East, along said right of way of Australian Avenue, a distance of 100.59 feet to a point on the East line of Lot 61, of MORRISON HOMES;

Thence, continue North 67°53'58" East, along the right of way of Australian Avenue, as recorded in Official Record Book 7419, Page 1565, public records, Palm Beach County, Florida, a distance of 159.05 feet to a point on the West line of Lot 11, of MORRISON HOMES;

Thence, continue North 67°53'58" East, along the right of way of Australian Avenue, as recorded in Official Record Book 10653, Page 1587, public records, Palm Beach County, Florida, a distance of 101.64 feet to a point on the East line of said Lot 11;

Thence, continue North 67°53'58" East, along the right of way of Australian Avenue, as recorded in Official Record Book 7419, Page 1565, public records, Palm Beach County, Florida, a distance of 121.58 feet to a point on the South right of way line of that portion of North Grace Drive as abandoned per Official Record Book 10959, Page 1706, public records, Palm Beach County, Florida;

Thence, continue North 67°53'58" East, along the Northwesternly limit of that portion of said North Grace Drive as abandoned, a distance of 105.17 feet to the Northeastly right of way line of said North Grace Drive as abandoned;

Thence, continue North 67°53'58" East, along the right of way of Australian Avenue, as recorded in Official Record Book 7419, Page 1565, public records, Palm Beach County, Florida, a distance of 117.54 feet;

Thence, North 59°33'52" East, along said right of way line, a distance of 190.83 feet;

Thence, South 74°25'34" East, a distance of 12.07 feet to a point on the East Line of Lot 66, of said MORRISON HOMES;

Thence, South 03°26'12" West, along the East line of said Lot 66, a distance of 8.41 feet to the Northeast corner of Lot 18, of said MORRISON HOMES;

Thence, North 87°33'00" West, along the North line of said Lot 18, a distance of 18.73 feet to the Northwesternly line of said Lot 18;

Thence, South 47°55'31" West, along the Northwesternly line of said Lot 18, a distance of 51.06 feet;

Thence, South 06°20'10" West, a distance of 166.47 feet;

Thence, South 87°33'00" East, a distance of 02.94 feet to a point on the East line of said Lot 18;

Thence, South 03°26'12" West, along the East line of Lots 18, 20, 22, 22A, 24, 26, and 28, of MORRISON HOMES, a distance of 598.20 feet to the Southeast corner of said Lot 28;

Thence, North 87°33'00" West, along the South line of said Lot 28, a distance of 153.75 feet to a point on the East right of way line of East Grace Drive, as shown on said plat of MORRISON HOMES.

Thence, North 03°26'12" East, along said East right of way of East Grace Drive, a distance of 497.23 feet to the point of curvature of a curve to the left, having a radius of 165.00 feet, a central angle of 26°48'19" and a chord bearing of North 09°57'58" West;

Thence, Northerly, along the arc of said curve and said East right of way line, a distance of 77.19 feet to a point on the Southeasterly limit of that portion of North Grace Drive as abandoned per Official Record Book 10959, Page 1706, public records, Palm Beach County, Florida; said point being on a curve concave to the Southeast having a radius of 101.93 feet and whose center bears South 39°40'27" East;

Thence, Southerly, along the arc of said curve and said Southeasterly limits of that portion of North Grace Drive, as abandoned, through a central angle of 46°53'13", a distance of 83.41 feet to the end of said curve;

Thence, South 03°26'12" West, along the West right of way line of the aforesaid East Grace Drive, a distance of 293.06 feet to the Southeast corner of Lot 29A, of said MORRISON HOMES;

Thence, North 87°33'00" West, along the South line of said Lot 29A, a distance of 62.88 feet to the Northeast corner of Lot 33, of said MORRISON HOMES;

Thence, South 02°27'00" West, along the East line of said Lot 33, a distance of 120.00 feet to a point on the North right of way line of South Grace Drive, as shown on said plat of MORRISON HOMES;

Thence, North 87°33'00" West, along said right of way line, a distance of 110.00 feet to the Southeast corner of Lot 37, of said MORRISON HOMES;

Thence, North 02°27'00" East, along the East line of said Lot 37, a distance of 120.00 feet to the Northeast corner of said Lot 37;

Thence, North 87°33'00" West, along the North line of said Lot 37, a distance of 55.00 feet to the Northeast corner of Lot 39, of said MORRISON HOMES;

Thence, South 02°27'00" West, along the East line of said Lot 39, a distance of 120.00 feet to a point on the North right of way line of the aforesaid South Grace Drive;

Thence, North 87°33'00" West, along said right of way line, a distance of 20.00 feet to the Northeast corner of that portion of South Grace Drive as abandoned per Official Record Book 10959, Page 1706, public records, Palm Beach County, Florida;

Thence, South 02°27'00" West, along the East line of said portion of South Grace Drive as abandoned, a distance of 50.00 feet to a point on the South right of way line of said South Grace Drive;

Thence, South 87°33'00" East, along said right of way line, a distance of 75.00 feet to the Northeast corner of Lot 36, of said MORRISON HOMES;

Thence, South 02°27'00" West, along the East line of said Lot 36, a distance of 135.00 feet to the Southeast corner of said Lot 36;

Thence, North 87°33'00" West, along the South line of Lots 36, 38, 40, 42, 44, 46, and 48, a distance of 442.68 feet;

Thence, North 36°03'03" West, a distance of 65.13 feet to a point on a curve concave to the Northwest, having a radius of 235.00 feet and whose center bears North 53°42'27" West;

Thence, Northerly, along the arc of said curve through a central angle of 33°50'33", a distance of 138.81 feet to the point of tangency;

Thence, North 02°27'00" East, a distance of 108.00 feet to the point of curvature of a curve to the left, having a radius of 175.00 feet, a central angle of 30°23'00" and a chord bearing of North 12°44'30" West;

Thence, Northerly, along the arc of said curve, a distance of 92.80 feet to the point of tangency; said point being the Southeasterly most point of Florida Department of Transportation Parcel 192, as recorded in Official Record Book 10653, Page 1526, public records, Palm Beach County, Florida;

Thence, North 27°56'00" West, along the Easterly line of said FDOT Parcel 192, a distance of 52.00 feet to the point of curvature of a curve to the right, having a radius of 50.00 feet, a central angle of 95°49'58" and a chord bearing of North 19°58'59" East;

Thence, Northerly and Northeasterly, along the arc of said curve and the Easterly line of said FDOT Parcel 192, a distance of 83.63 feet to the point of tangency; said point being on the Southeasterly right of way line of Australian Avenue as recorded in Official Record Book 7419, Page 1565, public records, Palm Beach County, Florida;

Thence, North 67°53'58" East, along said Southeasterly right of way line, a distance of 43.06 feet to a point on the East line of the aforesaid Lot 63, and the POINT OF BEGINNING;

ALSO TOGETHER WITH PARCEL III

Lot 32, MORRISON HOMES, according to the plat thereof, as recorded in Plat Book 23, Page 189 and 190 of the public records of Palm Beach County, Florida.

Containing: 11.963 acres, more or less.

"Together with an easement across the following described parcel"

A parcel of land being a portion of lots 47, 48, 49, 50 and 57, and a portion of South Grace Drive as abandoned per Official Record Book 10959, page 1706, public records, Palm Beach County, Florida, all being a part of MORRISON HOMES, as recorded in Plat Book 23, Pages 189 and 190, public records, Palm Beach County, Florida: said parcel being specifically described as follows:

COMMENCE AT the Southeast corner of Lot 63, as shown on said plat of MORRISON HOMES;
Thence, North 02°27'00" East, along the East line of said Lot 63, a distance of 36.88 feet to a point on the Southeasterly right of way line of Australian Avenue;
Thence South 67°53'58" West, along said right of way line, a distance of 43.06 feet to the point of curvature of a curve to the left having a radius of 50.00 feet, a central angle of 95°49'58" and a chord bearing of South 19°58'59" West;
Thence, Southerly, along the arc of said curve, a distance of 83.63 feet to the point of tangency;
Thence, South 27°56'00" East, a distance of 52.00 feet to the POINT OF BEGINNING; said point being the point of curvature of a curve to the right having a radius of 175.00 feet, a central angle of 30°23'00" and a chord bearing of South 12°44'30" East;

Thence Southerly, along the arc of said curve, a distance of 92.80 feet to the point of tangency;
Thence South 02°27'00" West, a distance of 108.00 feet, to the point of curvature of a curve to the right; said curve having a radius of 235.00 feet, a central angle of 33°50'33" and a chord bearing of South 19°22'16" West;

Thence, Southerly, along the arc of said curve, a distance of 138.81 feet to the end of said curve;

Thence North 36°03'03" West, a distance of 53.21 feet to a point on a curve concave to the West, having a radius of 185.00 feet and whose center bears North 58°42'46" West;

Thence, Northerly, along the arc of said curve through a central angle of 28°50'14", a distance of 93.11 feet to the point of tangency;

Thence, North 02°27'00" East, a distance of 108.00 feet to the point of curvature of a curve to the left having a radius of 125.00 feet, a central angle of 30°23'00" and a chord bearing of North 12°44'30" West;

Thence, Northerly, along the arc of said curve, a distance of 66.29 feet to the end of said curve;

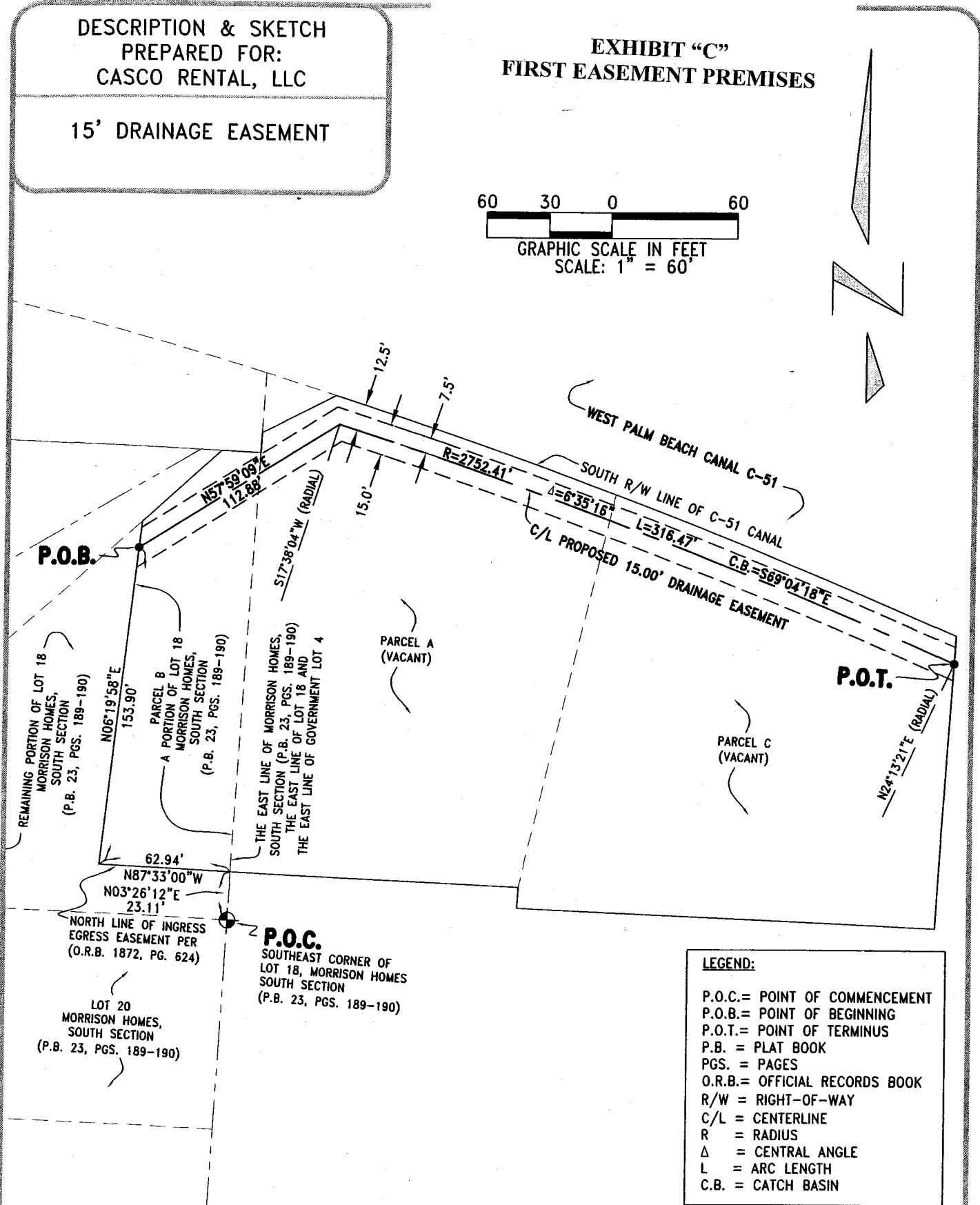
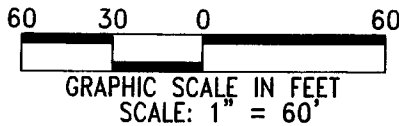
Thence, North, 62°04'00" East, a distance of 50.00 feet to the POINT OF BEGINNING.

(Containing; 0.348 Acres, more or less

DESCRIPTION & SKETCH
PREPARED FOR:
CASCO RENTAL, LLC

15' DRAINAGE EASEMENT

EXHIBIT "C"
FIRST EASEMENT PREMISES



LEGEND:

- P.O.C.= POINT OF COMMENCEMENT
- P.O.B.= POINT OF BEGINNING
- P.O.T.= POINT OF TERMINUS
- P.B. = PLAT BOOK
- PGS. = PAGES
- O.R.B.= OFFICIAL RECORDS BOOK
- R/W = RIGHT-OF-WAY
- C/L = CENTERLINE
- R = RADIUS
- Δ = CENTRAL ANGLE
- L = ARC LENGTH
- C.B. = CATCH BASIN

Plot Date: May 25, 2007
 File: Z:\2005\05-033\Volvo Rents-Casco Rental\dwg\05-033 15ft Drainage Easement.dwg

Keshavarz & Associates, Inc.
 CONSULTING ENGINEERS - SURVEYORS
 711 N. Dixie Highway, Suite 201
 West Palm Beach, Florida 33401
 Tel: (561) 689-8600 Fax: (561) 689-7476 LB 4897

PROJ.: 05-033
OFFICE: RAB
CHK: SFB

REVISIONS:
DATE: 05/08/07

SCALE: 1"=60'
DWG. No: A05-033
SHEET 2 OF 2

DESCRIPTION & SKETCH
PREPARED FOR:
CASCO RENTAL, LLC

15' DRAINAGE EASEMENT

LEGAL DESCRIPTION:

A 15.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF SECTION 5, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND A PORTION OF LOT 18, MORRISON HOMES, SOUTH SECTION, RECORDED IN PLAT BOOK 23, PAGES 189 THROUGH 190, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 18, OF SAID PLAT OF MORRISON HOMES, SOUTH SECTION, THENCE NORTH 03°26'12" EAST ALONG THE EAST LINE OF SAID PLAT, THE EAST LINE OF SAID LOT 18 AND THE EAST LINE OF GOVERNMENT LOT 4, A DISTANCE OF 23.11 FEET TO A POINT ON THE THE NORTH LINE OF AN INGRESS/EGRESS EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 1872, PAGE 624, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°33'00" WEST ALONG THE SAID NORTH LINE, A DISTANCE OF 62.94 FEET; THENCE NORTH 06°19'58" EAST, A DISTANCE OF 153.90 FEET TO THE POINT OF BEGINNING. THENCE NORTH 57°59'09" EAST, A DISTANCE OF 112.88 FEET TO A POINT 12.50 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE WEST PALM BEACH C-51 CANAL AS LAID OUT AND NOW IN USE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2752.41 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 17°38'04" WEST, AND A CHORD BEARS SOUTH 69°04'18" EAST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°35'16", A DISTANCE OF 316.47 FEET TO THE POINT OF TERMINUS.

SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THE DESCRIPTION AND SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF CHAPTER 61G17-6 MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY KESHAVARZ & ASSOCIATES, INC.
6. DATE OF LEGAL DESCRIPTION: 5/24/07

KESHAVARZ & ASSOCIATES, INC.

SCOTT F. BRYSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No.: 5991

LEGEND

C/L = CENTERLINE
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POT = POINT OF TERMINUS
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT
LAE = LIMITED ACCESS EASEMENT
Δ = DELTA ANGLE
R = RADIUS
L = ARC LENGTH
C = CHORD LENGTH
CB = CHORD BEARING
PGS = PAGES

Plot Date: May, 25, 2007
File: Z:\2005\05-033\Voice Rents-Casco Rental.dwg 05-033 15ft Drainage Easement.dwg



Keshavarz & Associates, Inc.
CONSULTING ENGINEERS - SURVEYORS
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 689-8600 Fax: (561) 689-7476 LB 4897

PROJ.: 05-033	REVISIONS:	SCALE: N/A
OFFICE: RAB		DWG. No: A05-033
CHK: SFB	DATE: 05/08/07	SHEET 1 OF 2

DESCRIPTION & SKETCH
PREPARED FOR:
CASCO RENTAL, LLC.

INGRESS /EGRESS, UTILITIES
& DRAINAGE EASEMENT

EXHIBIT "D"
SECOND EASEMENT PREMISES

SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THE DESCRIPTION AND SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF CHAPTER 61G17-6 MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY KESHAVARZ & ASSOCIATES, INC.
6. DATE OF LEGAL DESCRIPTION: JUNE 05, 2007

KESHAVARZ & ASSOCIATES, INC.

Scott F. Bryson

SCOTT F. BRYSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No.: 5991

LEGEND

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L = ARC LENGTH
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CB = CHORD BEARING

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West Palm Beach, Florida 33401
Tel: (561) 689-8600 Fax: (561) 689-7476 LB 4897

PROJ.: 05-033

REVISIONS:

SCALE: N/A

OFFICE: S.F.B.

DWG. No: A05-033A

CHK: S.F.B.

DATE: 06/05/07

SHEET 1 OF 3

DESCRIPTION & SKETCH
PREPARED FOR:
CASCO RENTAL, LLC.

INGRESS / EGRESS, UTILITIES
& DRAINAGE EASEMENT

LEGAL DESCRIPTION:

PARCEL 1:

A PARCEL OF LAND BEING A PORTION OF LOT 20, MORRISON HOMES, RECORDED IN PLAT BOOK 23, PAGE 189, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 20, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 18, MORRISON HOMES, RECORDED IN PLAT BOOK 23, PAGE 189, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°33'00" WEST, ALONG THE NORTH LINE OF SAID LOT 20, THE SOUTH LINE OF SAID LOT 18 AND ALONG THE SOUTH LINE OF AN INGRESS / EGRESS EASEMENT DESCRIBED IN OFFICIAL RECORD BOOK 1872, PAGE 624, A DISTANCE OF 108.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 48.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 02°27'00" WEST AND A CHORD BEARS SOUTH 43°48'27" WEST, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL 1;

THENCE, DEPARTING SAID NORTH LINE OF SAID LOT 20, THE SAID SOUTH LINE OF SAID LOT 18 AND THE SAID SOUTH LINE OF THE SAID INGRESS / EGRESS EASEMENT, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°17'06" A DISTANCE OF 81.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF EAST GRACE DRIVE AS SHOWN ON THE SAID PLAT OF MORRISON HOMES, SAID POINT ALSO BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 165.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 85°09'54" WEST, A CHORD BEARS NORTH 14°42'44" WEST; THENCE, ALONG THE SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°45'16" A DISTANCE OF 56.89 FEET TO THE NORTHWEST CORNER OF SAID LOT 20, THE SOUTHWEST CORNER OF SAID LOT 18 AND THE SOUTHWEST CORNER OF SAID INGRESS / EGRESS EASEMENT; THENCE SOUTH 87°33'00" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE AND ALONG THE SAID NORTH LINE OF SAID LOT 20, THE SOUTH LINE OF SAID LOT 18 AND ALONG THE SOUTH LINE OF SAID INGRESS / EGRESS EASEMENT A DISTANCE OF 64.32 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 834 SQUARE FEET / 0.02 ACRES, MORE OR LESS.

PARCEL 2:

A PARCEL OF LAND BEING A PORTION OF LOT 18, MORRISON HOMES, RECORDED IN PLAT BOOK 23, PAGE 189, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 20, MORRISON HOMES, RECORDED IN PLAT BOOK 23, PAGE 189, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 03°26'12" EAST, ALONG THE EAST LINE OF SAID LOT 18 A DISTANCE OF 23.11 FEET, TO A POINT ON THE NORTH LINE OF AN INGRESS / EGRESS EASEMENT RECORDED IN OFFICIAL RECORD BOOK 1872, PAGE 624, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°33'00" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 62.94 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 87°33'00" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 109.49 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 40°30'20" EAST AND A CHORD BEARS NORTH 70°58'20" EAST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°57'20" A DISTANCE OF 74.97 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°33'00" EAST A DISTANCE OF 43.17 FEET; THENCE SOUTH 06°19'58" WEST A DISTANCE OF 26.87 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 2,388 SQUARE FEET / 0.05 ACRES, MORE OR LESS.



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Tel: (561) 689-8600 Fax: (561) 689-7476 LB 4897

PROJ.: 05-033

REVISIONS:

SCALE: N/A

OFFICE: S.F.B.

DWG. No: A05-033A

CHK: S.F.B.

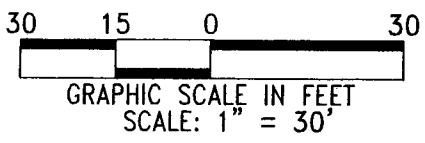
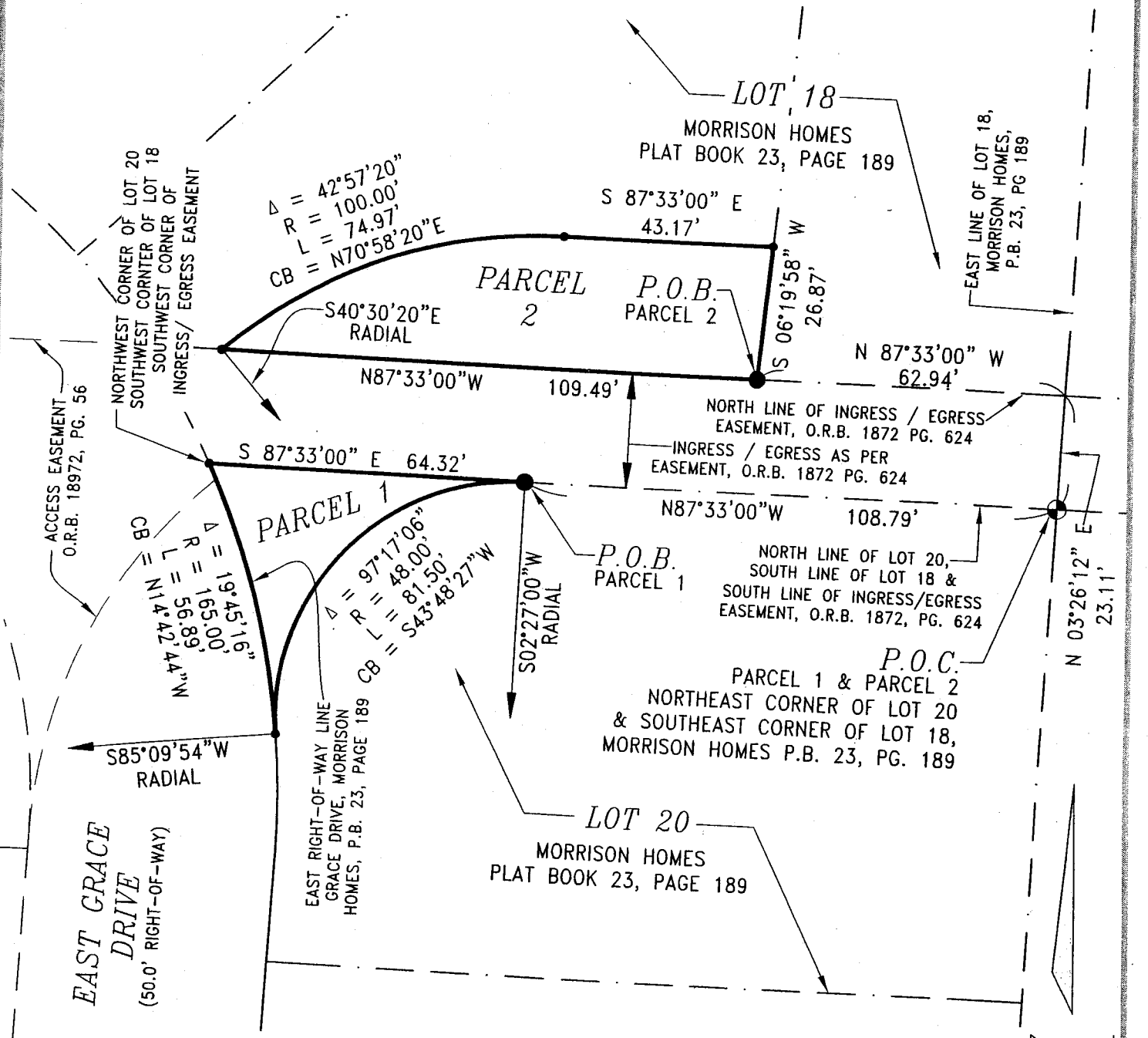
DATE: 06/05/07

SHEET 2 OF 3

File: Z:\2005\05-033\Voivo Rents-Casco Rental.dwg 05-033 Ingress-Egress Easement.dwg

DESCRIPTION & SKETCH
PREPARED FOR:
CASCO RENTAL, LLC.

INGRESS / EGRESS, UTILITIES
& DRAINAGE EASEMENT



File: Z:\2005\05-033 Volvo Rents-Casco Rental\dwg\05-033 Ingress-Egress Easement.dwg



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PROJ.: 05-033
OFFICE: S.F.B.
CHK: S.F.B.

REVISIONS:
DATE: 06/05/07

SCALE: 1" = 30'
DWG. No: A05-033A
SHEET 3 OF 3