

Agenda Item #: 3-C-9

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: January 15, 2008 Consent Regular
 Workshop Public Hearing

Department:
Submitted By: **Engineering & Public Works Department**
Submitted For: **Roadway Production Division**

Project No. : 2003511

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A Public Facilities Agreement (Agreement) with Hypoluxo Homes, LLC (Developer) regarding drainage and construction issues for Hypoluxo Road from Jog Road to Military Trail (Project).

Summary: The Developer owns a parcel of land located on the south side of Hypoluxo Road just east of Haverhill Road. The planned single family development is known as Isola Bella Isles. The Developer has agreed to accept additional road drainage from the Project, over and above the Development Order conditions, in exchange for Palm Beach County (County) taking over the Developer's obligation to design and construct a right turn lane servicing the Isola Bella Isles development. There is also a provision in the Agreement for the County to pay a lump sum of \$75,000 to the Developer if the County can not timely construct the right turn lane. If that occurs, the Developer assumes the turn lane obligation.

District: 3 (MRE)

Background and Justification: The Project is under design by the County to widen from the existing four-lanes to six-lanes. The Developer has plans for a single family development at the southeast corner of the intersection of Hypoluxo Road and Haverhill Road. The Developer has conditions that include designing and constructing a right turn lane on Hypoluxo Road at their entrance and accepting 4.76 acres of roadway drainage from the Project into their on-site drainage system. The Project needs an additional 2.77 acres of roadway drainage and the Developer has agreed to take this additional drainage into their development's pond system. The County, in exchange, would agree to design and construct a right turn lane at the development's entrance during the construction of the Project. If the Developer does not perform as per the contract and the County can not construct the right turn lane, the County would pay the Developer a negotiated, lump sump of \$75,000. The Agreement also includes provisions for the construction of a temporary drainage system for the Project if the Developer delays development.

Attachments:

1. Location Sketch
 2. Public Facilities Agreement (3 Originals) with Exhibits "A" and "B"
-

Recommended By: _____

Division Director **Date**

Approved By: *S. J. Webb* 12/27/07

County Engineer **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
Budget Acct No.: Fund 3504 Dept. 361 Unit 0964 Object
Program

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

Road Impact Fee Fund - Zone 4
Hypoluxo Rd/Jog Rd to Military

This item has no immediate fiscal impact.

Circumstances could develop that would expose the County to a \$75,000 payment to the Developer or to reimburse the Developer for the actual construction cost of their turn lane obligation. Sufficient funds are available in the Road Program to cover this expense should it become necessary.

C. Departmental Fiscal Review: R.D. Ward 12/21/07

III. REVIEW COMMENTS

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

Jim O'Neil 1-4-08
OFMB
1-2-08
SN 11/21/08
12/28

Jim J. Jacoby 11/17/08
Contract Dev. and Control
11/17/08

B. Approved as to Form and Legal Sufficiency:

Marlene K. White 1/10/08
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

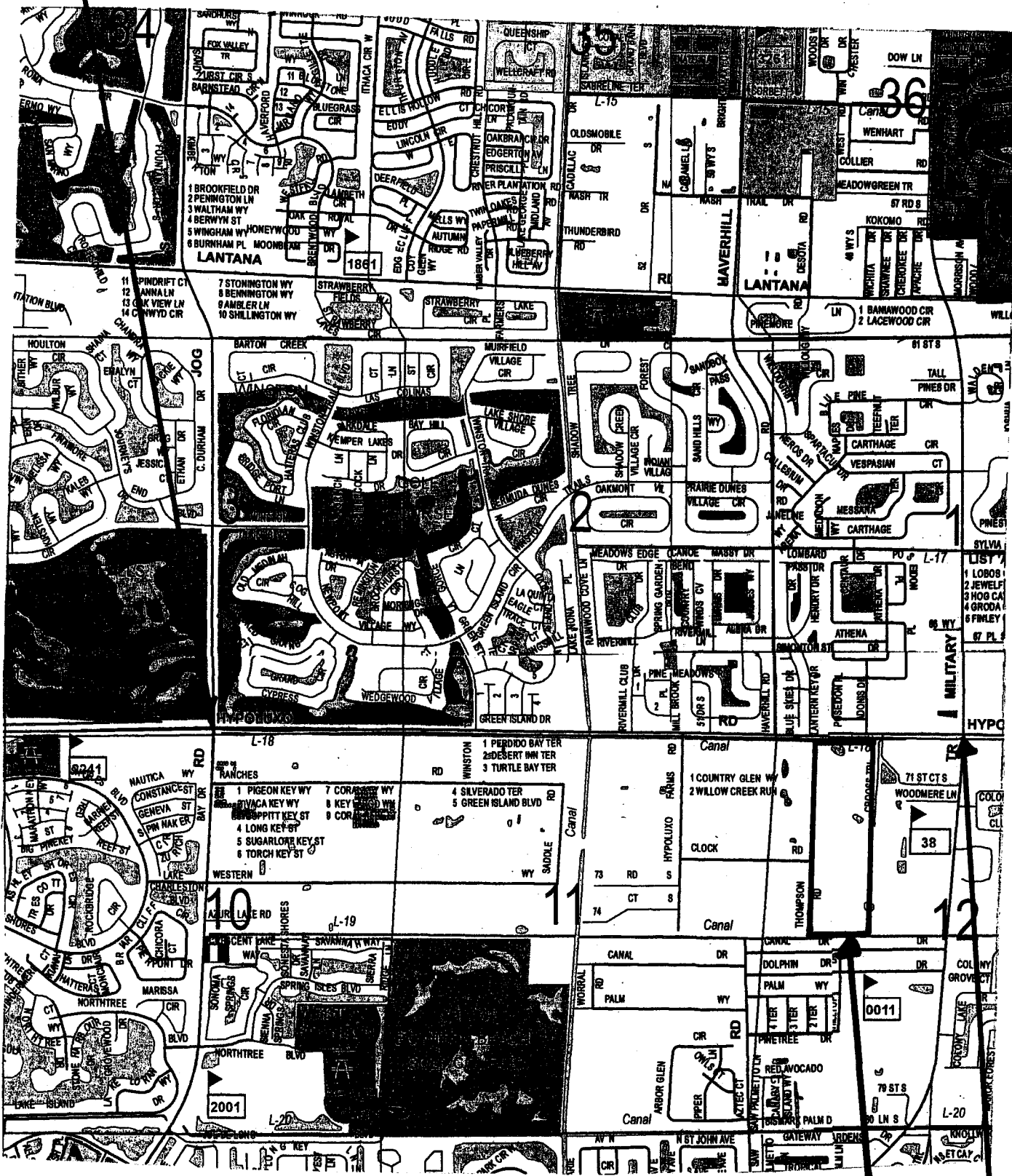
Department Director

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

HYPOLUXO ROAD
FROM JOG ROAD TO MILITARY TRAIL
PALM BEACH COUNTY PROJECT NO. 2003511



**BEGIN
PROJECT**



**PROPOSED
ISOLA BELLA
ISLES**

**END
PROJECT**

LOCATION SKETCH

PUBLIC FACILITIES AGREEMENT

This Agreement is made and entered into this _____ day of _____ 2007, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter called "**COUNTY**", and **HYPOLUXO HOMES, LLC**, a Florida limited liability company, hereinafter called "**DEVELOPER**" whose address for the purposes hereof is 7593 Boynton Beach Boulevard, Suite 220, Boynton Beach, Florida 33437.

WITNESSETH:

WHEREAS, DEVELOPER is the owner of a parcel of land located along Hypoluxo Road between Jog Road and Military Trail (a/k/a the Nicola PUD) which **DEVELOPER** intends to eventually develop as a single family home community to be known as Isola Bella Isles (hereinafter referred to as the "Community"). As part of the plans for such Community, **DEVELOPER** intends to construct a new entrance for the Community on to Hypoluxo Road; and

WHEREAS, COUNTY intends to widen Hypoluxo Road to six (6) lanes from Jog Road to Military Trail (the "Hypoluxo Road Project"); and

WHEREAS, COUNTY's Hypoluxo Road Project will result in the need for additional drainage and the **COUNTY** therefore needs a means of storing and treating additional drainage from the Hypoluxo Road Project; and

WHEREAS, COUNTY has requested, and **DEVELOPER** is agreeable to accepting additional drainage resulting from the Hypoluxo Road Project into its on-site pond system. The additional drainage resulting therefrom is above that required by the Nicola PUD zoning Condition E5 (Resolution No. R-2005-1047); and

WHEREAS, DEVELOPER is required to construct a right turn lane west approach on Hypoluxo Road at the Community project entrance (the "Community Right Turn Lane") pursuant to the Nicola PUD zoning Condition E4 (Resolution No. R-2005-1047); and

WHEREAS, COUNTY, in lieu of **DEVELOPER** constructing the Community Right Turn Lane, is agreeable to designing and constructing the Community Right Turn Lane in exchange for the **DEVELOPER** accepting the additional drainage.

NOW, THEREFORE, in consideration of the premises, mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

Section 1: Recitals

The above recitations are true and correct and are incorporated herein by this reference.

Section 2: DEVELOPER obligations.

In order to accommodate **COUNTY's** requirements for additional drainage, **DEVELOPER** agrees as follows:

- 2.1 **COUNTY** acknowledges that **DEVELOPER** has in response to the **COUNTY's** request to accept the additional drainage, upgraded the design of the Community's on-site pond system to accept an additional 2.77 acres of drainage in excess of the quantity required by the original conditions of approval and shall modify the pertinent permits for same to accept a new grand total of 7.53 acres of roadway drainage from the Hypoluxo Road Project (the "Hypoluxo Drainage"). The **DEVELOPER** is also responsible for construction of the appropriately sized drainage pond system and drainage outfall system (control structure, pipe, etc.) from the Community's on-site pond system to the Lake Worth Drainage District (LWDD) L-19 canal as the ultimate outfall. The drainage design and permitting shall be by **DEVELOPER's** engineer and shall comply with all **COUNTY** requirements and be approved by **COUNTY** prior to construction.

- 2.2 **DEVELOPER** shall plat and/or dedicate drainage easements over the ultimate on-site drainage system and 20' drainage easements over all drainage pipes relating to the Hypoluxo Road Project giving **COUNTY** the right to access, construct, and maintain the system if necessary. **DEVELOPER** and its successors and/or assigns shall maintain the drainage pipes within the Community, in perpetuity.
- 2.3 **DEVELOPER** shall include in the design and permitting of the ultimate drainage system (involving the Hypoluxo Drainage and the Community's drainage) the appropriately sized (Inflow) drainage pipe from Hypoluxo Road's south right-of-way line (with plug) under the future relocated LWDD L-18 Canal to the Community's on-site pond system. If a Siphon System is required for the foregoing purpose, manholes to facilitate maintenance within the road right-of-way and within the **DEVELOPER**'s property shall be included in the design of the ultimate drainage system. The Siphon System is defined as the pipe under the LWDD L-18 Canal (includes the area under both the existing canal and future relocated canal) from Hypoluxo Road's south right-of-way line to and including the "step-up" manhole immediately south of the future relocated LWDD L-18 Canal. Regardless of who constructs the system as hereinafter provided, the Siphon System shall be maintained by the County and no additional charges by the **COUNTY** shall be imposed on the **DEVELOPER** for the future maintenance of this Siphon System.
- 2.4 The parties acknowledge that either **DEVELOPER** or **COUNTY** may construct all or portions of the ultimate drainage system (including pipes, structures and ponds) related only to the Hypoluxo Drainage based upon timing of commencement of construction of either the Hypoluxo Road Project by the **COUNTY** or development of the Community by the **DEVELOPER**. In the event that **DEVELOPER** cannot complete construction of a portion of the Community's ultimate drainage system adequate to handle the Hypoluxo Drainage by the Hypoluxo Road Project's Notice to Proceed date, the **DEVELOPER** shall provide **COUNTY** with a relocatable drainage easement within the Community for a temporary detention system within the approved water management/drainage tracts and associated outfall to the LWDD L-18 canal sufficient to satisfy all permitting requirements for the Hypoluxo Drainage (the "Temporary Drainage System") so as to allow the **COUNTY** to commence construction of the Hypoluxo Road Project. Notwithstanding the above timeframe, the relocatable drainage easement shall be provided no later than December 31, 2007. **COUNTY** hereby acknowledges and agrees that upon **DEVELOPER** providing the relocatable drainage easement, Condition of Approval E5 (Resolution No. R-2005-1047) shall be deemed satisfied.
- 2.5 All costs and permitting associated with the Temporary Drainage System shall be the responsibility of the **COUNTY**. **DEVELOPER** will assist the **COUNTY** with any permitting requirements. The location of the relocatable drainage easement, if required, is described on Exhibit "A", but this location is subject to change to a location mutually agreed upon by the parties if significant permitting issues and/or substantial environmental costs arise.
- 2.6 The fill material from the temporary detention system shall be stockpiled on the Community property adjacent to the temporary detention system. The **DEVELOPER** shall provide a temporary construction easement for stockpiling areas and construction activities. The location of the temporary construction easement, if required, is described in Exhibit "B". The relocatable drainage easement shall include adequate areas for access and maintenance and shall remain in force until the ultimate drainage easements are provided and the Temporary Drainage System is replaced by the ultimate drainage system in the Community by **DEVELOPER**. The Temporary Drainage System shall remain operational until the ultimate on-site pond system and Hypoluxo Road drainage conveyance to pond and outfall to canal are in operation. **DEVELOPER** shall bear all costs to remove the Temporary Drainage System and connect to the ultimate on-site pond system. **DEVELOPER** shall reimburse **COUNTY** the cost of the Siphon System. This reimbursement payment for the Siphon System will be based on the actual amount paid on the Hypoluxo Road Project, and reimbursement payment is due prior to the issuance of first building permit.
- 2.7 In order to construct the Community Right Turn Lane, the LWDD L-18 must first be relocated to the south by the **DEVELOPER** along the development's frontage as planned and approved by LWDD.

DEVELOPER, therefore, subject to the provisions of Section 3.2 below, shall request from the LWDD any required permit(s) necessary for the relocation of the LWDD L-18 Canal.

- 2.8 **DEVELOPER** shall attempt to complete construction of the LWDD L-18 Canal relocation before the 120th day has passed from the Hypoluxo Road Project's Notice to Proceed date, subject to receipt of permits from LWDD for the canal relocation.

Section 3: COUNTY obligations.

- 3.1 **COUNTY** agrees to design and construct the Community Right Turn Lane during the Hypoluxo Road Project in exchange for acceptance by the **DEVELOPER** of the Hypoluxo Drainage as referred in Section 2.1 above. The limit of such construction will be within Hypoluxo Road's right-of-way provided that **DEVELOPER** obligations in Sections 2.7 & 2.8 are met.
- 3.2 Notwithstanding anything contained in this Agreement to the contrary, the parties agree that in the event that **DEVELOPER** for any reason whatsoever, cannot meet obligations in Sections 2.7 and 2.8 above within the timeframe specified in Section 2.8, then **COUNTY** cannot construct the Community Right Turn Lane. **COUNTY** will therefore pay **DEVELOPER** a lump sum of \$75,000 within 45 days from the date **DEVELOPER** gives notice to **COUNTY** that it cannot meet the foregoing obligations. Note that **DEVELOPER** would then be responsible to subsequently permit and construct the Community Right Turn Lane to satisfy the zoning condition and relocate the LWDD L-18 canal as required by LWDD.
- 3.3 In the event that **DEVELOPER** desires to proceed with the construction of the entrance way and the Community Right Turn Lane before the Hypoluxo Road Project is begun; **COUNTY** agrees to reimburse **DEVELOPER** for the cost of the design and construction of the Community Right Turn Lane in lieu of compensation referred in Section 3.2 above. All costs and design of the Community Right Turn Lane shall be subject to coordination, review and approval by **COUNTY** prior to commencement. The amount of reimbursement shall be based on the actual construction cost of the Community Right Turn Lane and shall not include any costs relating to the relocation of the canal and/or any existing utilities. **COUNTY** agrees to reimburse **DEVELOPER** upon completion of work and within 45 days of acceptance of paid invoice receipts.
- 3.4 **COUNTY** shall maintain the Siphon System referenced in Section 2.3 above.
- 3.5 **COUNTY** retains the right but not the obligation to maintain the drainage system through the Community to the ultimate outfall.
- 3.6 **COUNTY** shall require all of its contractors providing any work on the Hypoluxo Road Project to maintain: (a) workers compensation insurance in accordance with Florida Law; (b) commercial general liability naming the **DEVELOPER** as an additional insured party with minimum limits of One Million and No/100 (\$1,000,000) Dollars per occurrence and Three Million and No/100 (\$3,000,000) Dollars in the aggregate; (c) automobile insurance with minimum limits of One Million and 1/10/100 (\$1,000,000) Dollars per occurrence combined single limits.
- 3.7 **COUNTY** agrees to require any contractor performing work for the **COUNTY** within **DEVELOPER**'s property identified in Exhibits "A" and "B" to unconditionally and irrevocably indemnify, hold harmless and defend the **DEVELOPER** from and against any and all claims, liabilities, damages, personal injuries and/or deaths, fines, liens, encumbrances, penalties, losses, suits and judgments, and expenses (including, but not limited to, reasonable attorneys' fees and costs at all trial and appellate proceedings and whether or not a lawsuit is commenced) arising out of, caused by or in any way resulting from claims by one or more of the contractors concerning any work related to the Hypoluxo Drainage within **DEVELOPER**'s property. This paragraph shall survive the completion of the Hypoluxo Road Project until such time as the **DEVELOPER** replaces the Temporary Drainage System with the ultimate drainage system within the Community.

Section 4: Governing Law

The Agreement and the rights and obligations created hereunder shall be interpreted, construed and enforced in accordance with the laws of the United States and the State of Florida. This Agreement shall not be construed against the party who drafted it as all parties have consulted experts and attorneys of their choice. If any litigation should be brought in connection with this Agreement, venue shall lie in Palm Beach County, Florida.

Section 5: Attorney's Fees and Costs

The parties hereto agree that in the event it becomes necessary for either party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms, covenants and provisions of this agreement, each party in such litigation shall bear its own cost and expenses incurred and expended in connection therewith including, but not limited to, reasonable attorney's fees and court costs through all trial and appellate levels.

Section 6: Agreement

This Agreement contains the entire agreement between the parties. No right, duties or obligations of the parties shall be created unless specifically set forth in this Agreement and will not be binding and valid unless in writing and executed and approved by both parties or their successors or assigns.

Section 7: Amendment

No modification or amendment of this Agreement shall be of any legal force or effect unless in writing and executed by all parties.

Section 8: Binding Agreement

This Agreement shall inure to the benefit of and shall bind the parties, heir successors and assigns.

Section 9: Assignment

This Agreement may not be assigned without the prior written consent of the other party (such consent not being unreasonably withheld) and all of the terms and conditions set for herein shall inure to the benefit of and shall bind all assignees.

Section 10: Waiver

Failure to enforce any provision of this Agreement by either party shall not be considered a waiver of the right to later enforce that or any provision of this Agreement.

Section 11: Notices

Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall be hand-delivered, telecopied, sent by federal Express or a comparable overnight mail service, or by U.S. registered or certified mail, return receipt requested, postage prepaid to COUNTY and to DEVELOPER at their respective addresses below.

As to COUNTY: Steve Carrier, P.E.
Assistant County Engineer
Engineering & Public Works Department
2300 North Jog Road, 3rd Floor
West Palm Beach, FL 33411

As to **COUNTY's**

Legal Representative: Marlene R. Everitte, Esquire
Palm Beach County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

As to **DEVELOPER:**

Charles Scardina
Hypoluxo Homes, LLC
7593 Boynton Beach Boulevard, Suite 200
Boynton Beach, FL 33437

Section 12: Effective Date

This Agreement shall be effective when executed by all parties and approved by the Board of County Commissioners of Palm Beach County, Florida.

Section 13: Counterparts

This Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to be one and the same Agreement.

Section 14: State Law

This Agreement will be interpreted and enforced in accordance with the internal laws of the State of Florida without giving effect to the principles of conflicts of laws. The Parties hereby irrevocably and unconditionally stipulate and agree that the Federal Courts in the State of Florida or the Circuit Court of the State of Florida with jurisdiction over Palm Beach County, shall have exclusive jurisdiction to hear and finally determine any dispute, claim, or controversy or action arising out of or connected (directly or indirectly) with this Agreement.

Section 15: No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of DEVELOPER and COUNTY. No other person or entity is intended to be a third-party beneficiary of this Agreement.

Section 16: Divisibility

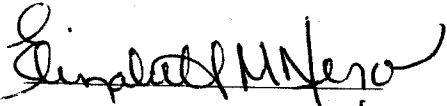
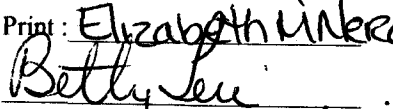
If any article, section or exhibit of this Agreement is deemed illegal or unlawful, the same will be struck from this Agreement and all other articles, sections and exhibits will remain valid and in full force and effect.

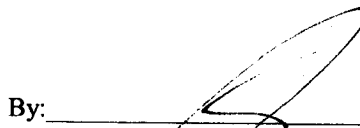
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

DEVELOPER

WITNESSES:

HYPOLUXO HOMES, LLC


Print: Elizabeth M. Nero

Print Name: Betty Loui

By: 
Print: Charles Scardina
Its: Manager

PALM BEACH COUNTY

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

ATTEST:

BY ITS BOARD OF COUNTY
COMMISSIONERS

SHARON R. BOCK,
CLERK & COMPTROLLER

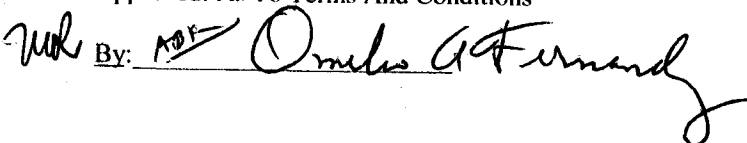
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Assistant County Attorney

Approved: As To Terms And Conditions


By: Onelio A. Fernandez

DESCRIPTION: RELOCATABLE DRAINAGE EASEMENT EXHIBIT "A"

A PORTION OF THE AMENDED PLAT OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 42 EAST, MARY A. LYMAN, ET AL., RECORDED IN PLAT BOOK 9, PAGE 74, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, AS ESTABLISHED AND MONUMENTED BY THE PALM BEACH COUNTY ENGINEERING DEPARTMENT; THENCE S.88°50'23"E. ALONG THE NORTH LINE THEREOF, A DISTANCE OF 316.66 FEET; THENCE S.01°10'08"W., A DISTANCE OF 104.36 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN LAKE WORTH DRAINAGE DISTRICT EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 20468, PAGE 743 OF SAID PUBLIC RECORDS; THENCE S.88°55'27"E ALONG SAID SOUTH LINE, A DISTANCE OF 195.74 FEET THE POINT OF BEGINNING; THENCE CONTINUE S.88°55'27"E ALONG SAID SOUTH LINE, A DISTANCE OF 20.03 FEET; THENCE S.02°12'02"E., A DISTANCE OF 174.44 FEET; THENCE S.11°15'50"W., A DISTANCE OF 78.50 FEET; THENCE S.01°09'12"W., A DISTANCE OF 170.06 FEET; THENCE S.87°40'31"E., A DISTANCE OF 100.23 FEET; THENCE N.02°19'29"E., A DISTANCE OF 174.89 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.40°41'07"E., A RADIAL DISTANCE OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 15°24'44", A DISTANCE OF 33.62 FEET; THENCE N.04°45'06"W., A DISTANCE OF 232.49 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LAKE WORTH DRAINAGE DISTRICT EASEMENT; THENCE S.89°51'37"E. ALONG SAID SOUTH LINE, A DISTANCE OF 40.15 FEET; THENCE S.04°45'06"E., A DISTANCE OF 174.81 FEET; THENCE S.88°51'50"E., A DISTANCE OF 32.80 FEET; THENCE S.51°12'53"E., A DISTANCE OF 81.86 FEET; THENCE S.02°19'29"W., A DISTANCE OF 320.07 FEET; THENCE N.88°51'50"W., A DISTANCE OF 49.13 FEET; THENCE S.01°08'10"W., A DISTANCE OF 60.00 FEET; THENCE S.03°03'11"E., A DISTANCE OF 40.11 FEET; THENCE S.01°08'10"W., A DISTANCE OF 115.00 FEET; THENCE S.88°51'50"E., A DISTANCE OF 157.58 FEET; THENCE N.02°19'29"E., A DISTANCE OF 577.89 FEET; THENCE N.06°09'37"W., A DISTANCE OF 186.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LAKE WORTH DRAINAGE DISTRICT EASEMENT; THENCE S.89°51'37"E. ALONG SAID SOUTH LINE, A DISTANCE OF 40.24 FEET; THENCE S.06°09'37"E., A DISTANCE OF 184.81 FEET; THENCE S.02°19'29"W., A DISTANCE OF 580.03 FEET; THENCE S.88°51'50"E., A DISTANCE OF 215.91 FEET; THENCE S.02°52'11"W., A DISTANCE OF 193.62 FEET; THENCE N.89°35'07"W., A DISTANCE OF 150.00 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 237.61 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 373.24 FEET; THENCE S.00°24'53"W., A DISTANCE OF 44.29 FEET; THENCE N.89°35'07"W., A DISTANCE OF 141.97 FEET; THENCE N.01°10'08"E., A DISTANCE OF 265.07 FEET TO A POINT TO BE LATER REFERRED TO AS POINT A; THENCE N.88°49'52"W., A DISTANCE OF 112.54 FEET; THENCE N.01°09'12"E., A DISTANCE OF 724.13 FEET; THENCE N.11°15'50"E., A DISTANCE OF 77.91 FEET; THENCE N.02°12'02"W., A DISTANCE OF 173.25 FEET; THENCE S.88°50'20"E., A DISTANCE OF 20.03 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

COMMENCING AT THE AFORESAID POINT A; THENCE N.01°10'08"E., A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE N.88°49'52"W., A DISTANCE OF 92.55 FEET; THENCE N.01°09'12"E., A DISTANCE OF 512.30 FEET; THENCE S.87°40'31"E., A DISTANCE OF 99.82 FEET; THENCE S.02°19'29"W., A DISTANCE OF 98.30 FEET; THENCE S.88°51'50"E., A DISTANCE OF 69.90 FEET; THENCE S.01°08'10"W., A DISTANCE OF 60.73 FEET; THENCE S.03°03'11"E., A DISTANCE OF 40.11 FEET; THENCE S.01°08'10"W., A DISTANCE OF 114.27 FEET; THENCE N.88°51'50"W., A DISTANCE OF 78.08 FEET; THENCE S.01°10'08"W., A DISTANCE OF 197.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.88°50'23"E ALONG THE NORTH LINE OF SECTION 12
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
6. L.W.D.D. - DENOTES LAKE WORTH DRAINAGE DISTRICT
7. O.R.B. - DENOTES OFFICIAL RECORD BOOK


CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 18, 2007. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 3



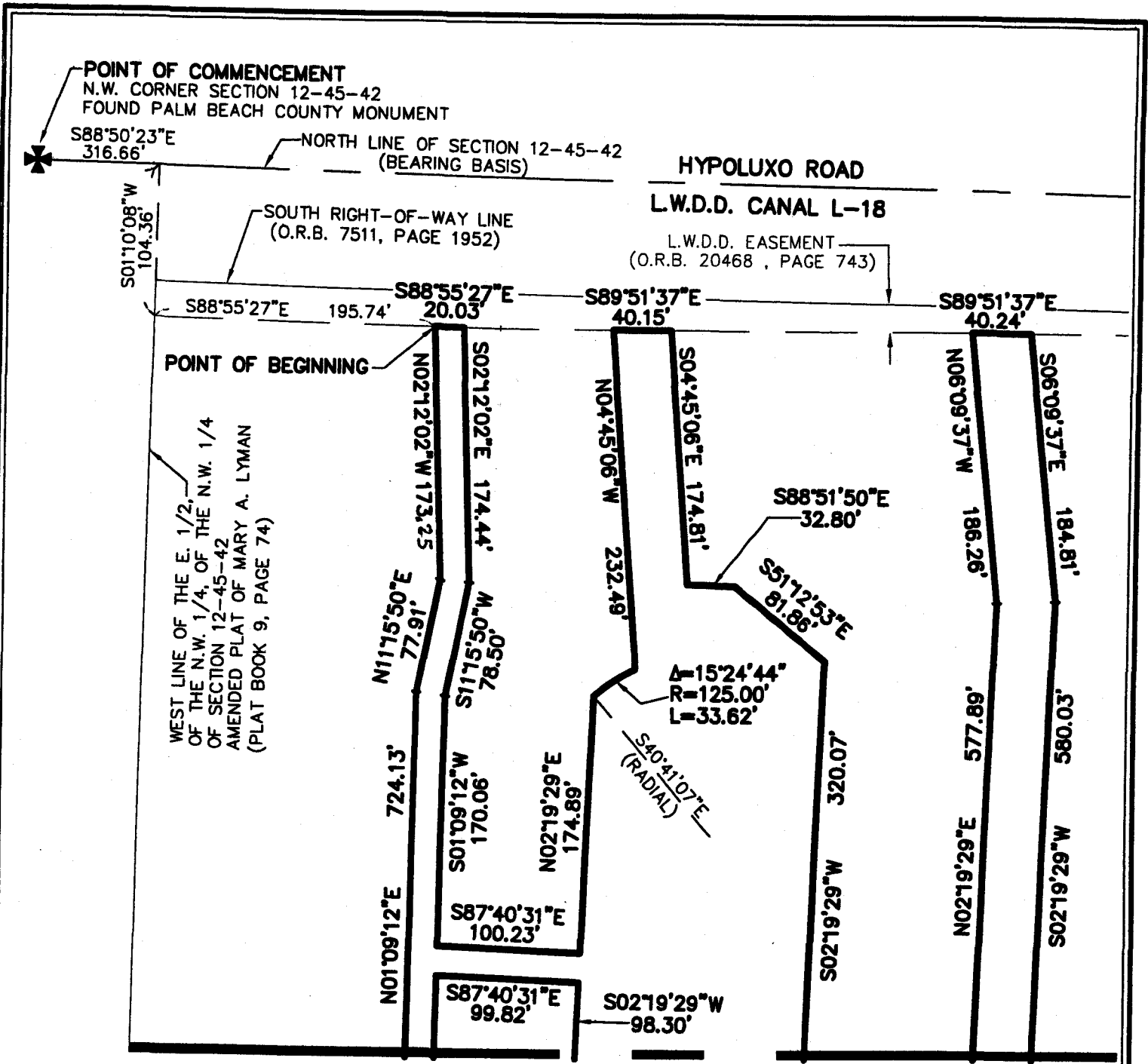
CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND PLANNING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7301A W. PALMETTO PARK ROAD - SUITE 100A
 BOCA RATON, FLORIDA 33433
 PHONE (561)-392-1991 / FAX (561)-750-1452



DAVID P. LINDLEY
 REGISTERED LAND
 SURVEYOR NO. 5005
 STATE OF FLORIDA
 L.B. 3591

DATE	12/18/07
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	4648ESMT

**ISOLA BELLA ISLES
RELOCATABLE DRAINAGE EASEMENT
SKETCH OF DESCRIPTION**



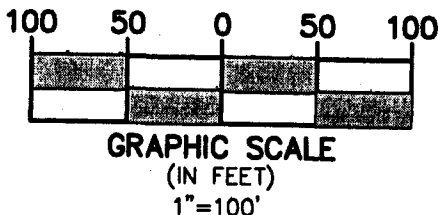
WEST LINE OF THE E. 1/2,
OF THE N.W. 1/4, OF THE N.W. 1/4
OF SECTION 12-45-42
AMENDED PLAT OF MARY A. LYMAN
(PLAT BOOK 9, PAGE 74)

L.W.D.D. EASEMENT
(O.R.B. 20468, PAGE 743)

Δ 15°24'44"
R = 125.00'
L = 33.62'

S40°41'07"E
(RADIAL)

MATCH LINE SHEET 3 OF 3



SHEET 2 OF 3

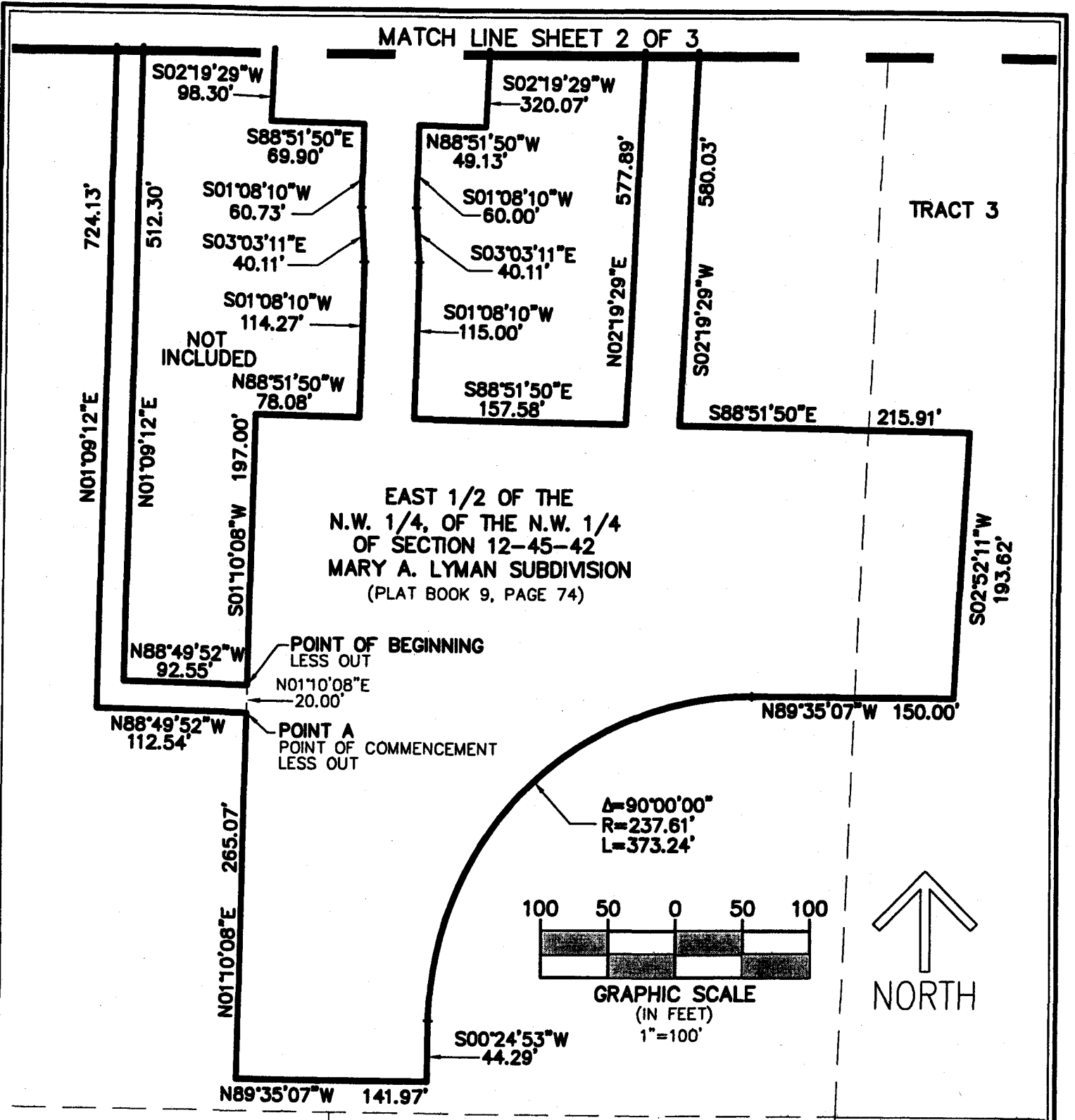
CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND PLANNING
 LANDSCAPE ARCHITECTURE - SURVEYING
 7301A W. PALMETTO PARK ROAD - SUITE 100A
 BOCA RATON, FLORIDA 33433
 PHONE (561)-392-1991 / FAX (561)-750-1452

DL
 DAVID P. LINDLEY
 REGISTERED LAND
 SURVEYOR NO. 5005
 STATE OF FLORIDA
 L.B. 3591

DATE	12/18/07
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	4648ESMT

**ISOLA BELLA ISLES
 RELOCATABLE DRAINAGE EASEMENT
 SKETCH OF DESCRIPTION**

MATCH LINE SHEET 2 OF 3



TRACT 3

MARY A. LYMAN SUBDIVISION
(PLAT BOOK 9, PAGE 74)

SHEET 3 OF 3

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND PLANNING
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ISOLA BELLA ISLES
 RELOCATABLE DRAINAGE EASEMENT
 SKETCH OF DESCRIPTION

EXHIBIT "B"

DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF THE AMENDED PLAT OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 42 EAST, MARY A. LYMAN, ET AL., RECORDED IN PLAT BOOK 9, PAGE 74, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, AS ESTABLISHED AND MONUMENTED BY THE PALM BEACH COUNTY ENGINEERING DEPARTMENT; THENCE S.88°50'23"E. ALONG THE NORTH LINE THEREOF, A DISTANCE OF 316.66 FEET; THENCE S.01°10'08"W., A DISTANCE OF 104.36 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN LAKE WORTH DRAINAGE DISTRICT EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 20468, PAGE 743 OF SAID PUBLIC RECORDS; THENCE S.88°55'27"E ALONG SAID SOUTH LINE, A DISTANCE OF 192.19 FEET THE POINT OF BEGINNING; THENCE CONTINUE S.88°55'27"E. ALONG SAID SOUTH LINE, A DISTANCE OF 49.31 FEET; THENCE S.89°51'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 535.54 FEET; THENCE S.02°19'29"W., A DISTANCE OF 611.27 FEET; THENCE S.88°51'50"E., A DISTANCE OF 106.56 FEET; THENCE S.02°52'11"W., A DISTANCE OF 378.34 FEET; THENCE N.89°35'07"W., A DISTANCE OF 128.74 FEET; THENCE S.00°24'53"W., A DISTANCE OF 281.90 FEET; THENCE N.89°35'07"W., A DISTANCE OF 411.61 FEET; THENCE S.00°24'53"W., A DISTANCE OF 253.10 FEET; THENCE N.89°35'07"W., A DISTANCE OF 134.10 FEET; THENCE N.01°09'12"E., A DISTANCE OF 1,523.39 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.88°50'23"E ALONG THE NORTH LINE OF SECTION 12
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
6. L.W.D.D. - DENOTES LAKE WORTH DRAINAGE DISTRICT
7. O.R.B. - DENOTES OFFICIAL RECORD BOOK

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 18, 2007. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 3

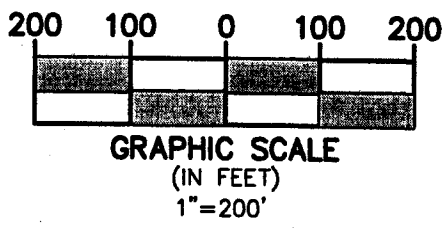
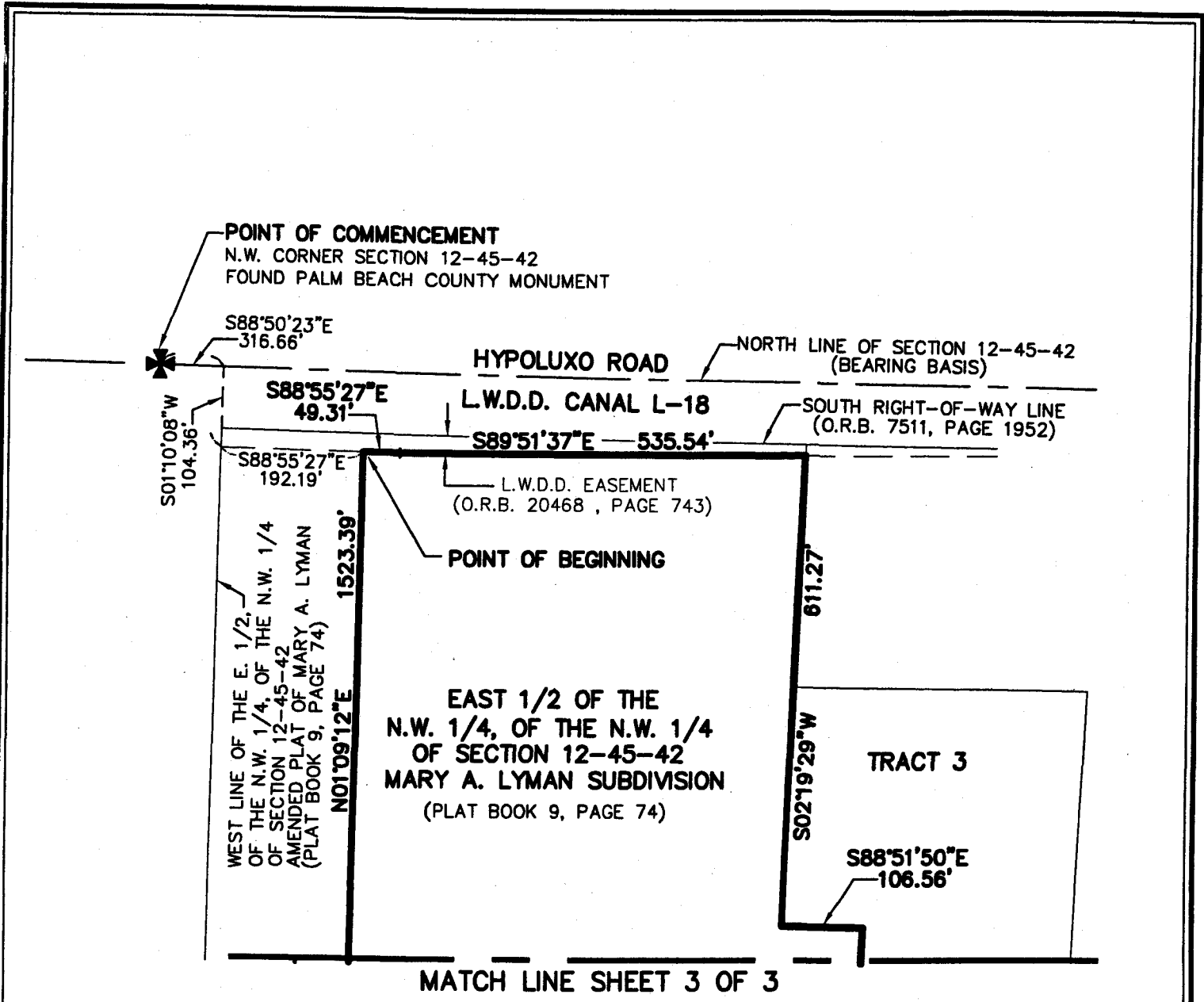


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DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE	12/18/07
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	4648ESMT

**ISOLA BELLA ISLES
TEMPORARY CONSTRUCTION EASEMENT
SKETCH OF DESCRIPTION**



SHEET 2 OF 3

CAULFIELD & WHEELER, INC.
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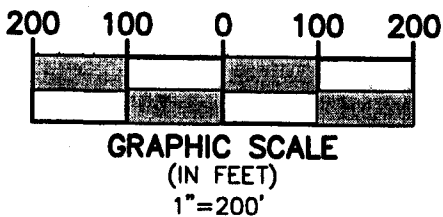
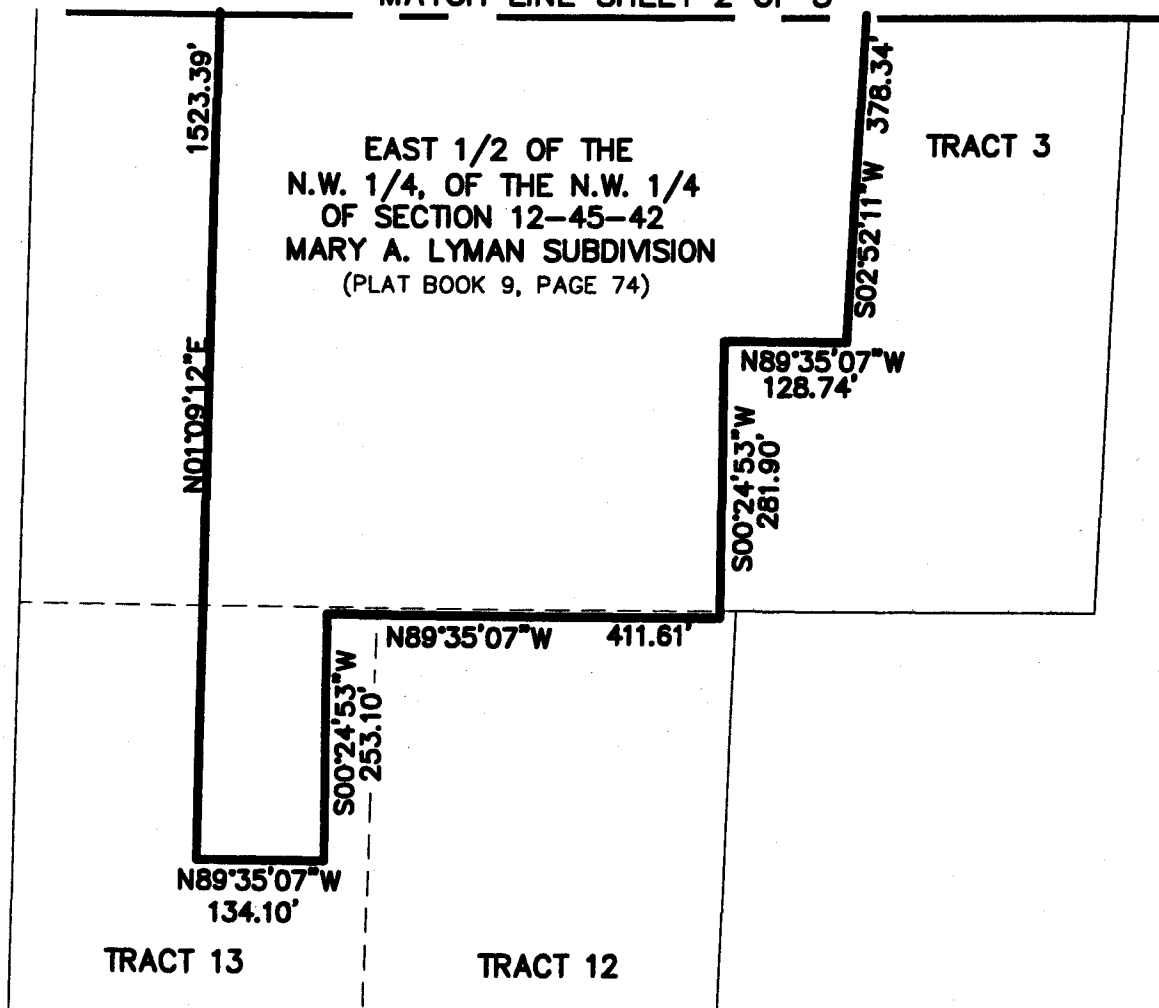
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**ISOLA BELLA ISLES
TEMPORARY CONSTRUCTION EASEMENT
SKETCH OF DESCRIPTION**

SCALE	AS SHOWN
JOB NO.	4648ESMT

MATCH LINE SHEET 2 OF 3



SHEET 3 OF 3



CAULFIELD & WHEELER, INC.
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SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE 12/18/07

DRAWN BY JC

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 4648ESMT

ISOLA BELLA ISLES
TEMPORARY CONSTRUCTION EASEMENT
SKETCH OF DESCRIPTION

PUBLIC FACILITIES AGREEMENT

This Agreement is made and entered into this _____ day of _____ 2007, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter called "**COUNTY**", and **HYPOLUXO HOMES, LLC**, a Florida limited liability company, hereinafter called "**DEVELOPER**" whose address for the purposes hereof is 7593 Boynton Beach Boulevard, Suite 220, Boynton Beach, Florida 33437.

WITNESSETH:

WHEREAS, DEVELOPER is the owner of a parcel of land located along Hypoluxo Road between Jog Road and Military Trail (a/k/a the Nicola PUD) which **DEVELOPER** intends to eventually develop as a single family home community to be known as Isola Bella Isles (hereinafter referred to as the "Community"). As part of the plans for such Community, **DEVELOPER** intends to construct a new entrance for the Community on to Hypoluxo Road; and

WHEREAS, COUNTY intends to widen Hypoluxo Road to six (6) lanes from Jog Road to Military Trail (the "Hypoluxo Road Project"); and

WHEREAS, COUNTY's Hypoluxo Road Project will result in the need for additional drainage and the **COUNTY** therefore needs a means of storing and treating additional drainage from the Hypoluxo Road Project; and

WHEREAS, COUNTY has requested, and **DEVELOPER** is agreeable to accepting additional drainage resulting from the Hypoluxo Road Project into its on-site pond system. The additional drainage resulting therefrom is above that required by the Nicola PUD zoning Condition E5 (Resolution No. R-2005-1047); and

WHEREAS, DEVELOPER is required to construct a right turn lane west approach on Hypoluxo Road at the Community project entrance (the "Community Right Turn Lane") pursuant to the Nicola PUD zoning Condition E4 (Resolution No. R-2005-1047); and

WHEREAS, COUNTY, in lieu of **DEVELOPER** constructing the Community Right Turn Lane, is agreeable to designing and constructing the Community Right Turn Lane in exchange for the **DEVELOPER** accepting the additional drainage.

NOW, THEREFORE, in consideration of the premises, mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

Section 1: Recitals

The above recitations are true and correct and are incorporated herein by this reference.

Section 2: DEVELOPER obligations.

In order to accommodate **COUNTY's** requirements for additional drainage, **DEVELOPER** agrees as follows:

- 2.1 **COUNTY** acknowledges that **DEVELOPER** has in response to the **COUNTY's** request to accept the additional drainage, upgraded the design of the Community's on-site pond system to accept an additional 2.77 acres of drainage in excess of the quantity required by the original conditions of approval and shall modify the pertinent permits for same to accept a new grand total of 7.53 acres of roadway drainage from the Hypoluxo Road Project (the "Hypoluxo Drainage"). The **DEVELOPER** is also responsible for construction of the appropriately sized drainage pond system and drainage outfall system (control structure, pipe, etc.) from the Community's on-site pond system to the Lake Worth Drainage District (LWDD) L-19 canal as the ultimate outfall. The drainage design and permitting shall be by **DEVELOPER's** engineer and shall comply with all **COUNTY** requirements and be approved by **COUNTY** prior to construction.

- 2.2 **DEVELOPER** shall plat and/or dedicate drainage easements over the ultimate on-site drainage system and 20' drainage easements over all drainage pipes relating to the Hypoluxo Road Project giving **COUNTY** the right to access, construct, and maintain the system if necessary. **DEVELOPER** and its successors and/or assigns shall maintain the drainage pipes within the Community, in perpetuity.
- 2.3 **DEVELOPER** shall include in the design and permitting of the ultimate drainage system (involving the Hypoluxo Drainage and the Community's drainage) the appropriately sized (Inflow) drainage pipe from Hypoluxo Road's south right-of-way line (with plug) under the future relocated LWDD L-18 Canal to the Community's on-site pond system. If a Siphon System is required for the foregoing purpose, manholes to facilitate maintenance within the road right-of-way and within the **DEVELOPER**'s property shall be included in the design of the ultimate drainage system. The Siphon System is defined as the pipe under the LWDD L-18 Canal (includes the area under both the existing canal and future relocated canal) from Hypoluxo Road's south right-of-way line to and including the "step-up" manhole immediately south of the future relocated LWDD L-18 Canal. Regardless of who constructs the system as hereinafter provided, the Siphon System shall be maintained by the County and no additional charges by the **COUNTY** shall be imposed on the **DEVELOPER** for the future maintenance of this Siphon System.
- 2.4 The parties acknowledge that either **DEVELOPER** or **COUNTY** may construct all or portions of the ultimate drainage system (including pipes, structures and ponds) related only to the Hypoluxo Drainage based upon timing of commencement of construction of either the Hypoluxo Road Project by the **COUNTY** or development of the Community by the **DEVELOPER**. In the event that **DEVELOPER** cannot complete construction of a portion of the Community's ultimate drainage system adequate to handle the Hypoluxo Drainage by the Hypoluxo Road Project's Notice to Proceed date, the **DEVELOPER** shall provide **COUNTY** with a relocatable drainage easement within the Community for a temporary detention system within the approved water management/drainage tracts and associated outfall to the LWDD L-18 canal sufficient to satisfy all permitting requirements for the Hypoluxo Drainage (the "Temporary Drainage System") so as to allow the **COUNTY** to commence construction of the Hypoluxo Road Project. Notwithstanding the above timeframe, the relocatable drainage easement shall be provided no later than December 31, 2007. **COUNTY** hereby acknowledges and agrees that upon **DEVELOPER** providing the relocatable drainage easement, Condition of Approval E5 (Resolution No. R-2005-1047) shall be deemed satisfied.
- 2.5 All costs and permitting associated with the Temporary Drainage System shall be the responsibility of the **COUNTY**. **DEVELOPER** will assist the **COUNTY** with any permitting requirements. The location of the relocatable drainage easement, if required, is described on Exhibit "A", but this location is subject to change to a location mutually agreed upon by the parties if significant permitting issues and/or substantial environmental costs arise.
- 2.6 The fill material from the temporary detention system shall be stockpiled on the Community property adjacent to the temporary detention system. The **DEVELOPER** shall provide a temporary construction easement for stockpiling areas and construction activities. The location of the temporary construction easement, if required, is described in Exhibit "B". The relocatable drainage easement shall include adequate areas for access and maintenance and shall remain in force until the ultimate drainage easements are provided and the Temporary Drainage System is replaced by the ultimate drainage system in the Community by **DEVELOPER**. The Temporary Drainage System shall remain operational until the ultimate on-site pond system and Hypoluxo Road drainage conveyance to pond and outfall to canal are in operation. **DEVELOPER** shall bear all costs to remove the Temporary Drainage System and connect to the ultimate on-site pond system. **DEVELOPER** shall reimburse **COUNTY** the cost of the Siphon System. This reimbursement payment for the Siphon System will be based on the actual amount paid on the Hypoluxo Road Project, and reimbursement payment is due prior to the issuance of first building permit.
- 2.7 In order to construct the Community Right Turn Lane, the LWDD L-18 must first be relocated to the south by the **DEVELOPER** along the development's frontage as planned and approved by LWDD.

DEVELOPER, therefore, subject to the provisions of Section 3.2 below, shall request from the LWDD any required permit(s) necessary for the relocation of the LWDD L-18 Canal.

- 2.8 **DEVELOPER** shall attempt to complete construction of the LWDD L-18 Canal relocation before the 120th day has passed from the Hypoluxo Road Project's Notice to Proceed date, subject to receipt of permits from LWDD for the canal relocation.

Section 3: COUNTY obligations.

- 3.1 **COUNTY** agrees to design and construct the Community Right Turn Lane during the Hypoluxo Road Project in exchange for acceptance by the **DEVELOPER** of the Hypoluxo Drainage as referred in Section 2.1 above. The limit of such construction will be within Hypoluxo Road's right-of-way provided that **DEVELOPER** obligations in Sections 2.7 & 2.8 are met.
- 3.2 Notwithstanding anything contained in this Agreement to the contrary, the parties agree that in the event that **DEVELOPER** for any reason whatsoever, cannot meet obligations in Sections 2.7 and 2.8 above within the timeframe specified in Section 2.8, then **COUNTY** cannot construct the Community Right Turn Lane. **COUNTY** will therefore pay **DEVELOPER** a lump sum of \$75,000 within 45 days from the date **DEVELOPER** gives notice to **COUNTY** that it cannot meet the foregoing obligations. Note that **DEVELOPER** would then be responsible to subsequently permit and construct the Community Right Turn Lane to satisfy the zoning condition and relocate the LWDD L-18 canal as required by LWDD.
- 3.3 In the event that **DEVELOPER** desires to proceed with the construction of the entrance way and the Community Right Turn Lane before the Hypoluxo Road Project is begun; **COUNTY** agrees to reimburse **DEVELOPER** for the cost of the design and construction of the Community Right Turn Lane in lieu of compensation referred in Section 3.2 above. All costs and design of the Community Right Turn Lane shall be subject to coordination, review and approval by **COUNTY** prior to commencement. The amount of reimbursement shall be based on the actual construction cost of the Community Right Turn Lane and shall not include any costs relating to the relocation of the canal and/or any existing utilities. **COUNTY** agrees to reimburse **DEVELOPER** upon completion of work and within 45 days of acceptance of paid invoice receipts.
- 3.4 **COUNTY** shall maintain the Siphon System referenced in Section 2.3 above.
- 3.5 **COUNTY** retains the right but not the obligation to maintain the drainage system through the Community to the ultimate outfall.
- 3.6 **COUNTY** shall require all of its contractors providing any work on the Hypoluxo Road Project to maintain: (a) workers compensation insurance in accordance with Florida Law; (b) commercial general liability naming the **DEVELOPER** as an additional insured party with minimum limits of One Million and No/100 (\$1,000,000) Dollars per occurrence and Three Million and No/100 (\$3,000,000) Dollars in the aggregate; (c) automobile insurance with minimum limits of One Million and 1/10/100 (\$1,000,000) Dollars per occurrence combined single limits.
- 3.7 **COUNTY** agrees to require any contractor performing work for the **COUNTY** within **DEVELOPER**'s property identified in Exhibits "A" and "B" to unconditionally and irrevocably indemnify, hold harmless and defend the **DEVELOPER** from and against any and all claims, liabilities, damages, personal injuries and/or deaths, fines, liens, encumbrances, penalties, losses, suits and judgments, and expenses (including, but not limited to, reasonable attorneys' fees and costs at all trial and appellate proceedings and whether or not a lawsuit is commenced) arising out of, caused by or in any way resulting from claims by one or more of the contractors concerning any work related to the Hypoluxo Drainage within **DEVELOPER**'s property. This paragraph shall survive the completion of the Hypoluxo Road Project until such time as the **DEVELOPER** replaces the Temporary Drainage System with the ultimate drainage system within the Community.

As to COUNTY's

Legal Representative: Marlene R. Everitte, Esquire
Palm Beach County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

As to DEVELOPER:

Charles Scardina
Hypoluxo Homes, LLC
7593 Boynton Beach Boulevard, Suite 200
Boynton Beach, FL 33437

Section 12: Effective Date

This Agreement shall be effective when executed by all parties and approved by the Board of County Commissioners of Palm Beach County, Florida.

Section 13: Counterparts

This Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to be one and the same Agreement.

Section 14: State Law

This Agreement will be interpreted and enforced in accordance with the internal laws of the State of Florida without giving effect to the principles of conflicts of laws. The Parties hereby irrevocably and unconditionally stipulate and agree that the Federal Courts in the State of Florida or the Circuit Court of the State of Florida with jurisdiction over Palm Beach County, shall have exclusive jurisdiction to hear and finally determine any dispute, claim, or controversy or action arising out of or connected (directly or indirectly) with this Agreement.

Section 15: No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of DEVELOPER and COUNTY. No other person or entity is intended to be a third-party beneficiary of this Agreement.

Section 16: Divisibility

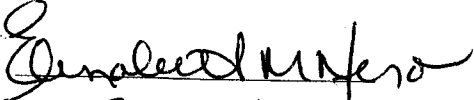
If any article, section or exhibit of this Agreement is deemed illegal or unlawful, the same will be struck from this Agreement and all other articles, sections and exhibits will remain valid and in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

DEVELOPER

WITNESSES:

HYPOLUXO HOMES, LLC


Print: Elizabeth Unkeo
Betty Levi
Print Name: Betty Levi

By: 
Print: Charles Scardina
Its: Manager

PALM BEACH COUNTY

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

ATTEST:

BY ITS BOARD OF COUNTY
COMMISSIONERS

SHARON R. BOCK,
CLERK & COMPTROLLER

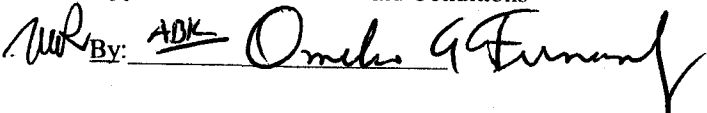
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Assistant County Attorney

Approved: As To Terms And Conditions

By:  Onelio G. Fernandez

DESCRIPTION: RELOCATABLE DRAINAGE EASEMENT EXHIBIT "A"

A PORTION OF THE AMENDED PLAT OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 42 EAST, MARY A. LYMAN, ET AL., RECORDED IN PLAT BOOK 9, PAGE 74, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LESS AND EXCEPT THE FOLLOWING:

COMMENCING AT THE AFORESAID POINT A; THENCE N.01°10'08"E., A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE N.88°49'52"W., A DISTANCE OF 92.55 FEET; THENCE N.01°09'12"E., A DISTANCE OF 512.30 FEET; THENCE S.87°40'31"E., A DISTANCE OF 99.82 FEET; THENCE S.02°19'29"W., A DISTANCE OF 98.30 FEET; THENCE S.88°51'50"E., A DISTANCE OF 69.90 FEET; THENCE S.01°08'10"W., A DISTANCE OF 60.73 FEET; THENCE S.03°03'11"E., A DISTANCE OF 40.11 FEET; THENCE S.01°08'10"W., A DISTANCE OF 114.27 FEET; THENCE N.88°51'50"W., A DISTANCE OF 78.08 FEET; THENCE S.01°10'08"W., A DISTANCE OF 197.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

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

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
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5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
6. L.W.D.D. - DENOTES LAKE WORTH DRAINAGE DISTRICT
7. O.R.B. - DENOTES OFFICIAL RECORD BOOK


CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 18, 2007. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 3



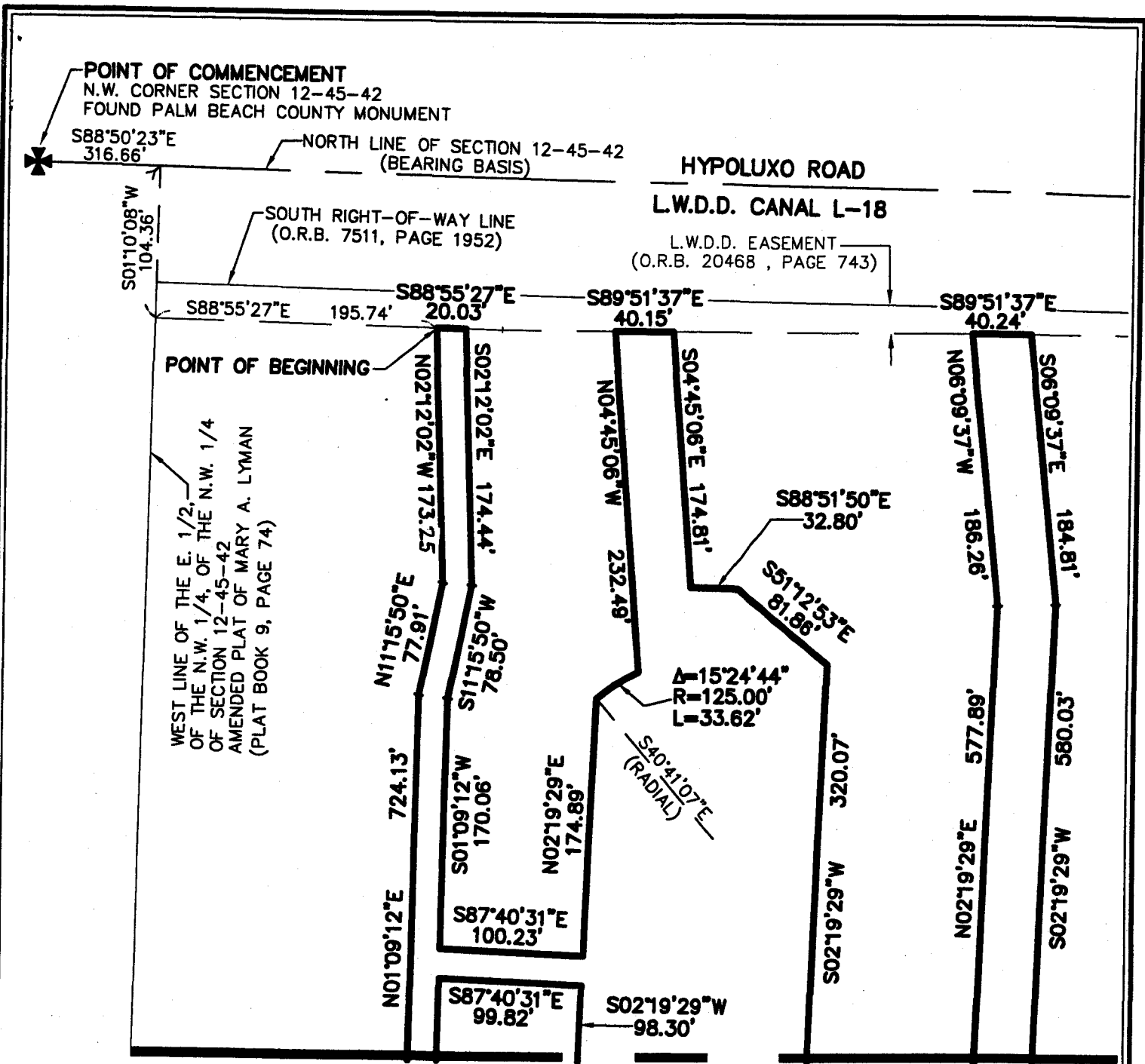
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7301A W. PALMETTO PARK ROAD - SUITE 100A
BOCA RATON, FLORIDA 33433
PHONE (561)-392-1991 / FAX (561)-750-1452



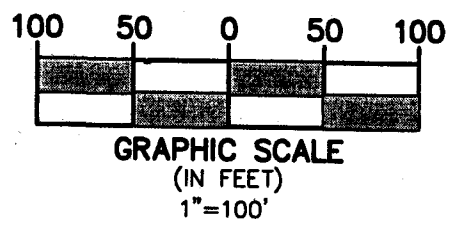
DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE	12/18/07
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	4648ESMT

**ISOLA BELLA ISLES
RELOCATABLE DRAINAGE EASEMENT
SKETCH OF DESCRIPTION**



MATCH LINE SHEET 3 OF 3



SHEET 2 OF 3

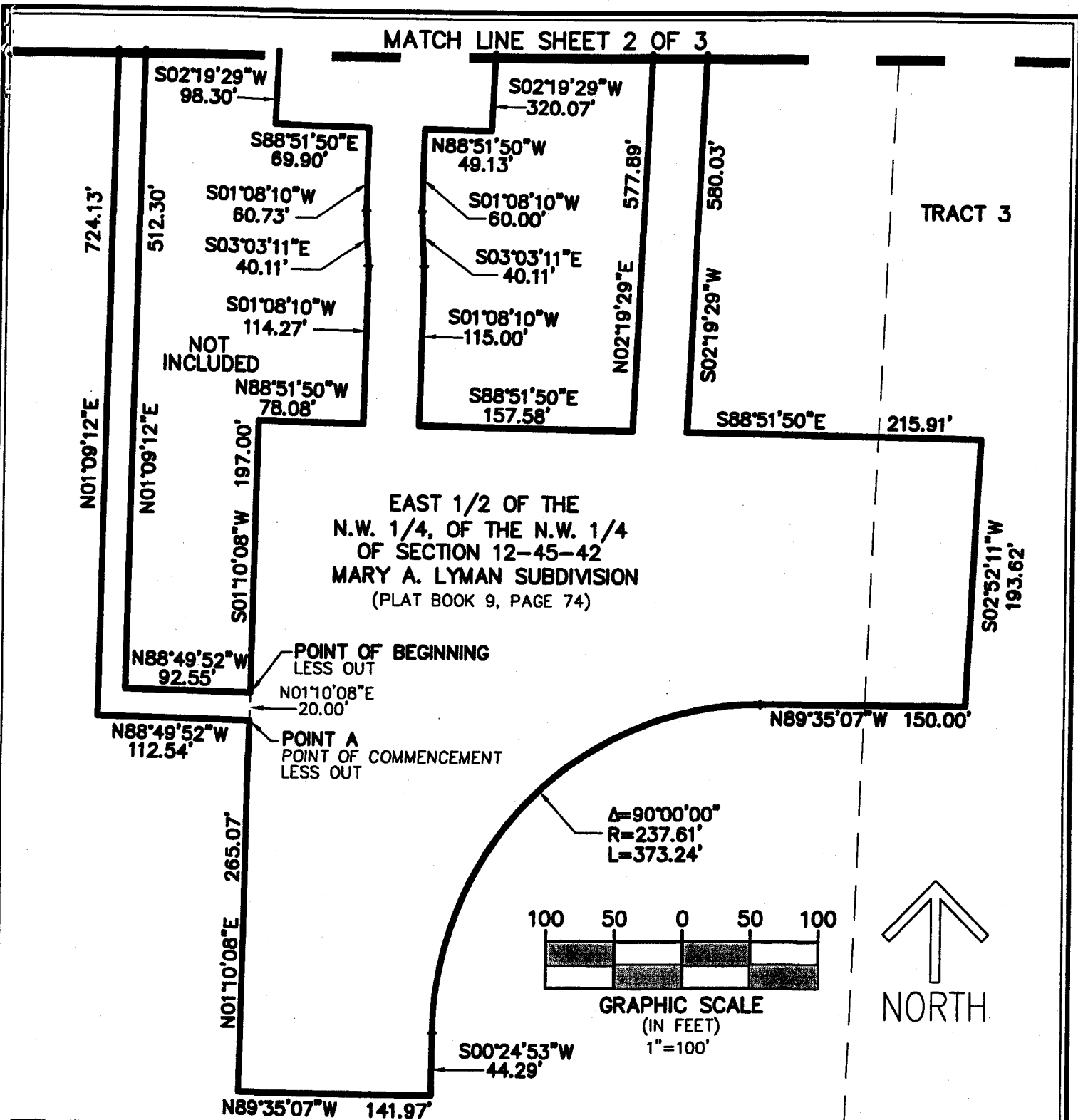
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DL
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**ISOLA BELLA ISLES
 RELOCATABLE DRAINAGE EASEMENT
 SKETCH OF DESCRIPTION**

MATCH LINE SHEET 2 OF 3



MARY A. LYMAN SUBDIVISION
(PLAT BOOK 9, PAGE 74)

SHEET 3 OF 3



CAULFIELD & WHEELER, INC.
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ISOLA BELLA ISLES
RELOCATABLE DRAINAGE EASEMENT
SKETCH OF DESCRIPTION

EXHIBIT "B"

DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF THE AMENDED PLAT OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 42 EAST, MARY A. LYMAN, ET AL., RECORDED IN PLAT BOOK 9, PAGE 74, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, AS ESTABLISHED AND MONUMENTED BY THE PALM BEACH COUNTY ENGINEERING DEPARTMENT; THENCE S.88°50'23"E. ALONG THE NORTH LINE THEREOF, A DISTANCE OF 316.66 FEET; THENCE S.01°10'08"W., A DISTANCE OF 104.36 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN LAKE WORTH DRAINAGE DISTRICT EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 20468, PAGE 743 OF SAID PUBLIC RECORDS; THENCE S.88°55'27"E ALONG SAID SOUTH LINE, A DISTANCE OF 192.19 FEET THE POINT OF BEGINNING; THENCE CONTINUE S.88°55'27"E. ALONG SAID SOUTH LINE, A DISTANCE OF 49.31 FEET; THENCE S.89°51'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 535.54 FEET; THENCE S.02°19'29"W., A DISTANCE OF 611.27 FEET; THENCE S.88°51'50"E., A DISTANCE OF 106.56 FEET; THENCE S.02°52'11"W., A DISTANCE OF 378.34 FEET; THENCE N.89°35'07"W., A DISTANCE OF 128.74 FEET; THENCE S.00°24'53"W., A DISTANCE OF 281.90 FEET; THENCE N.89°35'07"W., A DISTANCE OF 411.61 FEET; THENCE S.00°24'53"W., A DISTANCE OF 253.10 FEET; THENCE N.89°35'07"W., A DISTANCE OF 134.10 FEET; THENCE N.01°09'12"E., A DISTANCE OF 1,523.39 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

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

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.88°50'23"E ALONG THE NORTH LINE OF SECTION 12
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
6. L.W.D.D. - DENOTES LAKE WORTH DRAINAGE DISTRICT
7. O.R.B. - DENOTES OFFICIAL RECORD BOOK

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 18, 2007. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 3



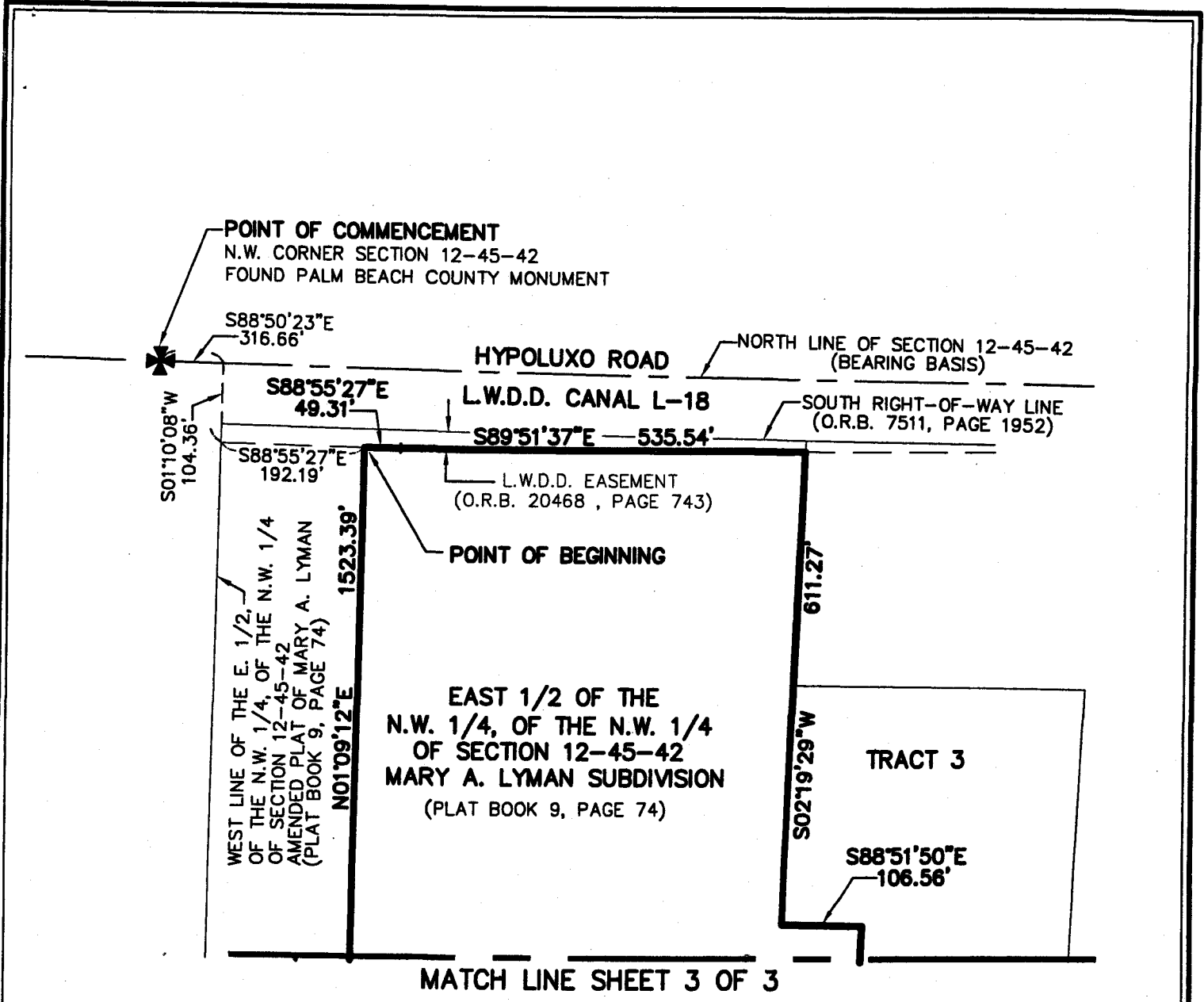
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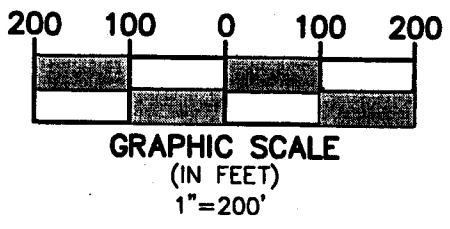
DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE	12/18/07
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	4648ESMT

**ISOLA BELLA ISLES
TEMPORARY CONSTRUCTION EASEMENT
SKETCH OF DESCRIPTION**



MATCH LINE SHEET 3 OF 3



SHEET 2 OF 3

CAULFIELD & WHEELER, INC.
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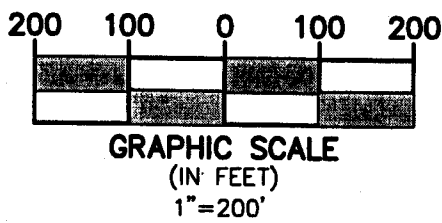
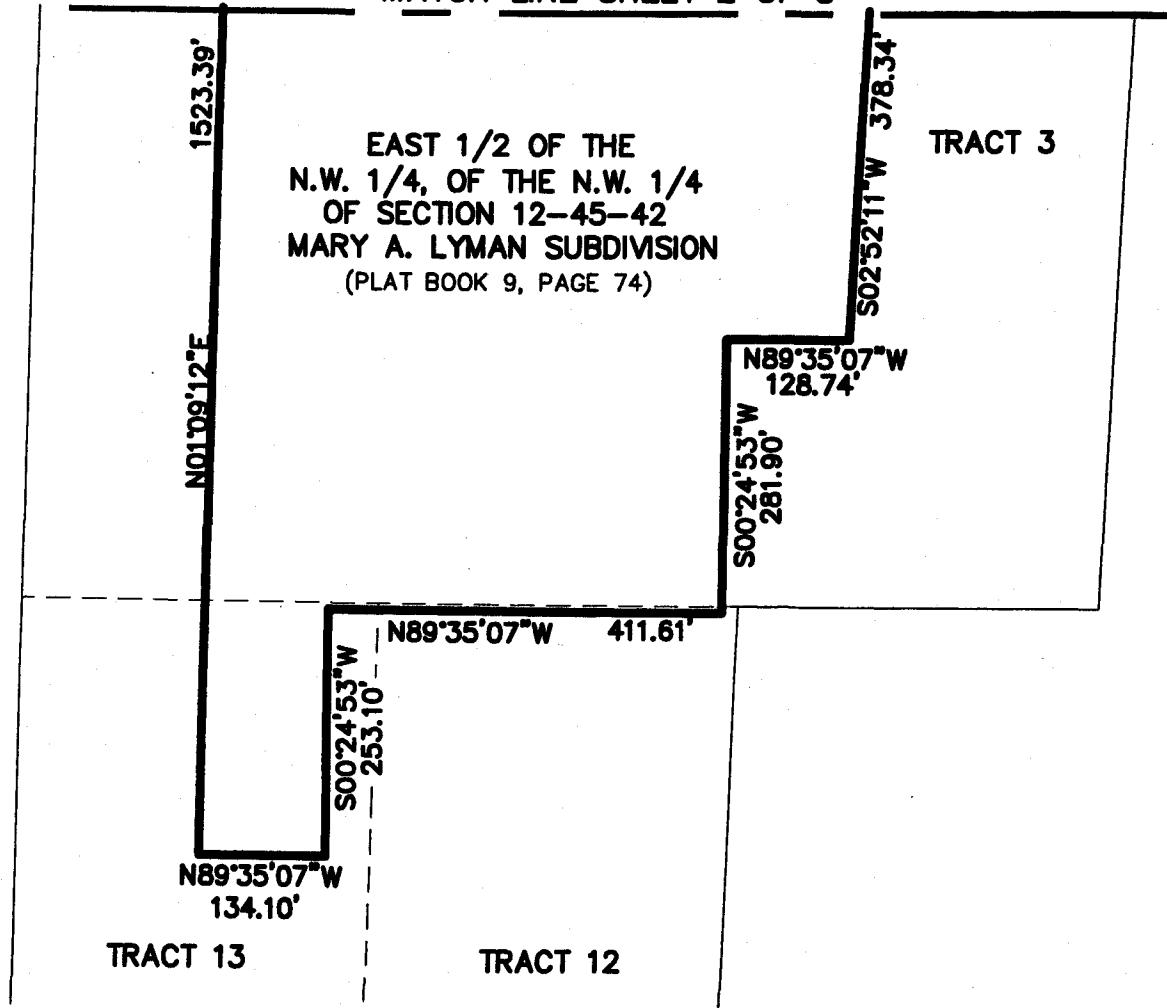
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**ISOLA BELLA ISLES
 TEMPORARY CONSTRUCTION EASEMENT
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SCALE	AS SHOWN
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MATCH LINE SHEET 2 OF 3



SHEET 3 OF 3

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F.B./ PG.	N/A

**ISOLA BELLA ISLES
 TEMPORARY CONSTRUCTION EASEMENT
 SKETCH OF DESCRIPTION**

SCALE	AS SHOWN
JOB NO.	4648ESMT

PUBLIC FACILITIES AGREEMENT

This Agreement is made and entered into this _____ day of _____ 2007, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter called "**COUNTY**", and **HYPOLUXO HOMES, LLC**, a Florida limited liability company, hereinafter called "**DEVELOPER**" whose address for the purposes hereof is 7593 Boynton Beach Boulevard, Suite 220, Boynton Beach, Florida 33437.

WITNESSETH:

WHEREAS, DEVELOPER is the owner of a parcel of land located along Hypoluxo Road between Jog Road and Military Trail (a/k/a the Nicola PUD) which **DEVELOPER** intends to eventually develop as a single family home community to be known as Isola Bella Isles (hereinafter referred to as the "Community"). As part of the plans for such Community, **DEVELOPER** intends to construct a new entrance for the Community on to Hypoluxo Road; and

WHEREAS, COUNTY intends to widen Hypoluxo Road to six (6) lanes from Jog Road to Military Trail (the "Hypoluxo Road Project"); and

WHEREAS, COUNTY's Hypoluxo Road Project will result in the need for additional drainage and the **COUNTY** therefore needs a means of storing and treating additional drainage from the Hypoluxo Road Project; and

WHEREAS, COUNTY has requested, and **DEVELOPER** is agreeable to accepting additional drainage resulting from the Hypoluxo Road Project into its on-site pond system. The additional drainage resulting therefrom is above that required by the Nicola PUD zoning Condition E5 (Resolution No. R-2005-1047); and

WHEREAS, DEVELOPER is required to construct a right turn lane west approach on Hypoluxo Road at the Community project entrance (the "Community Right Turn Lane") pursuant to the Nicola PUD zoning Condition E4 (Resolution No. R-2005-1047); and

WHEREAS, COUNTY, in lieu of **DEVELOPER** constructing the Community Right Turn Lane, is agreeable to designing and constructing the Community Right Turn Lane in exchange for the **DEVELOPER** accepting the additional drainage.

NOW, THEREFORE, in consideration of the premises, mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

Section 1: Recitals

The above recitations are true and correct and are incorporated herein by this reference.

Section 2: DEVELOPER obligations.

In order to accommodate **COUNTY's** requirements for additional drainage, **DEVELOPER** agrees as follows:

- 2.1 **COUNTY** acknowledges that **DEVELOPER** has in response to the **COUNTY's** request to accept the additional drainage, upgraded the design of the Community's on-site pond system to accept an additional 2.77 acres of drainage in excess of the quantity required by the original conditions of approval and shall modify the pertinent permits for same to accept a new grand total of 7.53 acres of roadway drainage from the Hypoluxo Road Project (the "Hypoluxo Drainage"). The **DEVELOPER** is also responsible for construction of the appropriately sized drainage pond system and drainage outfall system (control structure, pipe, etc.) from the Community's on-site pond system to the Lake Worth Drainage District (LWDD) L-19 canal as the ultimate outfall. The drainage design and permitting shall be by **DEVELOPER's** engineer and shall comply with all **COUNTY** requirements and be approved by **COUNTY** prior to construction.

- 2.2 **DEVELOPER** shall plat and/or dedicate drainage easements over the ultimate on-site drainage system and 20' drainage easements over all drainage pipes relating to the Hypoluxo Road Project giving **COUNTY** the right to access, construct, and maintain the system if necessary. **DEVELOPER** and its successors and/or assigns shall maintain the drainage pipes within the Community, in perpetuity.
- 2.3 **DEVELOPER** shall include in the design and permitting of the ultimate drainage system (involving the Hypoluxo Drainage and the Community's drainage) the appropriately sized (Inflow) drainage pipe from Hypoluxo Road's south right-of-way line (with plug) under the future relocated LWDD L-18 Canal to the Community's on-site pond system. If a Siphon System is required for the foregoing purpose, manholes to facilitate maintenance within the road right-of-way and within the **DEVELOPER**'s property shall be included in the design of the ultimate drainage system. The Siphon System is defined as the pipe under the LWDD L-18 Canal (includes the area under both the existing canal and future relocated canal) from Hypoluxo Road's south right-of-way line to and including the "step-up" manhole immediately south of the future relocated LWDD L-18 Canal. Regardless of who constructs the system as hereinafter provided, the Siphon System shall be maintained by the County and no additional charges by the **COUNTY** shall be imposed on the **DEVELOPER** for the future maintenance of this Siphon System.
- 2.4 The parties acknowledge that either **DEVELOPER** or **COUNTY** may construct all or portions of the ultimate drainage system (including pipes, structures and ponds) related only to the Hypoluxo Drainage based upon timing of commencement of construction of either the Hypoluxo Road Project by the **COUNTY** or development of the Community by the **DEVELOPER**. In the event that **DEVELOPER** cannot complete construction of a portion of the Community's ultimate drainage system adequate to handle the Hypoluxo Drainage by the Hypoluxo Road Project's Notice to Proceed date, the **DEVELOPER** shall provide **COUNTY** with a relocatable drainage easement within the Community for a temporary detention system within the approved water management/drainage tracts and associated outfall to the LWDD L-18 canal sufficient to satisfy all permitting requirements for the Hypoluxo Drainage (the "Temporary Drainage System") so as to allow the **COUNTY** to commence construction of the Hypoluxo Road Project. Notwithstanding the above timeframe, the relocatable drainage easement shall be provided no later than December 31, 2007. **COUNTY** hereby acknowledges and agrees that upon **DEVELOPER** providing the relocatable drainage easement, Condition of Approval E5 (Resolution No. R-2005-1047) shall be deemed satisfied.
- 2.5 All costs and permitting associated with the Temporary Drainage System shall be the responsibility of the **COUNTY**. **DEVELOPER** will assist the **COUNTY** with any permitting requirements. The location of the relocatable drainage easement, if required, is described on Exhibit "A", but this location is subject to change to a location mutually agreed upon by the parties if significant permitting issues and/or substantial environmental costs arise.
- 2.6 The fill material from the temporary detention system shall be stockpiled on the Community property adjacent to the temporary detention system. The **DEVELOPER** shall provide a temporary construction easement for stockpiling areas and construction activities. The location of the temporary construction easement, if required, is described in Exhibit "B". The relocatable drainage easement shall include adequate areas for access and maintenance and shall remain in force until the ultimate drainage easements are provided and the Temporary Drainage System is replaced by the ultimate drainage system in the Community by **DEVELOPER**. The Temporary Drainage System shall remain operational until the ultimate on-site pond system and Hypoluxo Road drainage conveyance to pond and outfall to canal are in operation. **DEVELOPER** shall bear all costs to remove the Temporary Drainage System and connect to the ultimate on-site pond system. **DEVELOPER** shall reimburse **COUNTY** the cost of the Siphon System. This reimbursement payment for the Siphon System will be based on the actual amount paid on the Hypoluxo Road Project, and reimbursement payment is due prior to the issuance of first building permit.
- 2.7 In order to construct the Community Right Turn Lane, the LWDD L-18 must first be relocated to the south by the **DEVELOPER** along the development's frontage as planned and approved by LWDD.

DEVELOPER, therefore, subject to the provisions of Section 3.2 below, shall request from the LWDD any required permit(s) necessary for the relocation of the LWDD L-18 Canal.

- 2.8 **DEVELOPER** shall attempt to complete construction of the LWDD L-18 Canal relocation before the 120th day has passed from the Hypoluxo Road Project's Notice to Proceed date, subject to receipt of permits from LWDD for the canal relocation.

Section 3: COUNTY obligations.

- 3.1 **COUNTY** agrees to design and construct the Community Right Turn Lane during the Hypoluxo Road Project in exchange for acceptance by the **DEVELOPER** of the Hypoluxo Drainage as referred in Section 2.1 above. The limit of such construction will be within Hypoluxo Road's right-of-way provided that **DEVELOPER** obligations in Sections 2.7 & 2.8 are met.
- 3.2 Notwithstanding anything contained in this Agreement to the contrary, the parties agree that in the event that **DEVELOPER** for any reason whatsoever, cannot meet obligations in Sections 2.7 and 2.8 above within the timeframe specified in Section 2.8, then **COUNTY** cannot construct the Community Right Turn Lane. **COUNTY** will therefore pay **DEVELOPER** a lump sum of \$75,000 within 45 days from the date **DEVELOPER** gives notice to **COUNTY** that it cannot meet the foregoing obligations. Note that **DEVELOPER** would then be responsible to subsequently permit and construct the Community Right Turn Lane to satisfy the zoning condition and relocate the LWDD L-18 canal as required by LWDD.
- 3.3 In the event that **DEVELOPER** desires to proceed with the construction of the entrance way and the Community Right Turn Lane before the Hypoluxo Road Project is begun; **COUNTY** agrees to reimburse **DEVELOPER** for the cost of the design and construction of the Community Right Turn Lane in lieu of compensation referred in Section 3.2 above. All costs and design of the Community Right Turn Lane shall be subject to coordination, review and approval by **COUNTY** prior to commencement. The amount of reimbursement shall be based on the actual construction cost of the Community Right Turn Lane and shall not include any costs relating to the relocation of the canal and/or any existing utilities. **COUNTY** agrees to reimburse **DEVELOPER** upon completion of work and within 45 days of acceptance of paid invoice receipts.
- 3.4 **COUNTY** shall maintain the Siphon System referenced in Section 2.3 above.
- 3.5 **COUNTY** retains the right but not the obligation to maintain the drainage system through the Community to the ultimate outfall.
- 3.6 **COUNTY** shall require all of its contractors providing any work on the Hypoluxo Road Project to maintain: (a) workers compensation insurance in accordance with Florida Law; (b) commercial general liability naming the **DEVELOPER** as an additional insured party with minimum limits of One Million and No/100 (\$1,000,000) Dollars per occurrence and Three Million and No/100 (\$3,000,000) Dollars in the aggregate; (c) automobile insurance with minimum limits of One Million and 1/10/100 (\$1,000,000) Dollars per occurrence combined single limits.
- 3.7 **COUNTY** agrees to require any contractor performing work for the **COUNTY** within **DEVELOPER**'s property identified in Exhibits "A" and "B" to unconditionally and irrevocably indemnify, hold harmless and defend the **DEVELOPER** from and against any and all claims, liabilities, damages, personal injuries and/or deaths, fines, liens, encumbrances, penalties, losses, suits and judgments, and expenses (including, but not limited to, reasonable attorneys' fees and costs at all trial and appellate proceedings and whether or not a lawsuit is commenced) arising out of, caused by or in any way resulting from claims by one or more of the contractors concerning any work related to the Hypoluxo Drainage within **DEVELOPER**'s property. This paragraph shall survive the completion of the Hypoluxo Road Project until such time as the **DEVELOPER** replaces the Temporary Drainage System with the ultimate drainage system within the Community.

Section 4: Governing Law

The Agreement and the rights and obligations created hereunder shall be interpreted, construed and enforced in accordance with the laws of the United States and the State of Florida. This Agreement shall not be construed against the party who drafted it as all parties have consulted experts and attorneys of their choice. If any litigation should be brought in connection with this Agreement, venue shall lie in Palm Beach County, Florida.

Section 5: Attorney's Fees and Costs

The parties hereto agree that in the event it becomes necessary for either party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms, covenants and provisions of this agreement, each party in such litigation shall bear its own cost and expenses incurred and expended in connection therewith including, but not limited to, reasonable attorney's fees and court costs through all trial and appellate levels.

Section 6: Agreement

This Agreement contains the entire agreement between the parties. No right, duties or obligations of the parties shall be created unless specifically set forth in this Agreement and will not be binding and valid unless in writing and executed and approved by both parties or their successors or assigns.

Section 7: Amendment

No modification or amendment of this Agreement shall be of any legal force or effect unless in writing and executed by all parties.

Section 8: Binding Agreement

This Agreement shall inure to the benefit of and shall bind the parties, heir successors and assigns.

Section 9: Assignment

This Agreement may not be assigned without the prior written consent of the other party (such consent not being unreasonably withheld) and all of the terms and conditions set for herein shall inure to the benefit of and shall bind all assignees.

Section 10: Waiver

Failure to enforce any provision of this Agreement by either party shall not be considered a waiver of the right to later enforce that or any provision of this Agreement.

Section 11: Notices

Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall be hand-delivered, telecopied, sent by federal Express or a comparable overnight mail service, or by U.S. registered or certified mail, return receipt requested, postage prepaid to COUNTY and to DEVELOPER at their respective addresses below.

As to COUNTY: Steve Carrier, P.E.
Assistant County Engineer
Engineering & Public Works Department
2300 North Jog Road, 3rd Floor
West Palm Beach, FL 33411

As to COUNTY's

Legal Representative: Marlene R. Everitte, Esquire
Palm Beach County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

As to DEVELOPER:

Charles Scardina
Hypoluxo Homes, LLC
7593 Boynton Beach Boulevard, Suite 200
Boynton Beach, FL 33437

Section 12: Effective Date

This Agreement shall be effective when executed by all parties and approved by the Board of County Commissioners of Palm Beach County, Florida.

Section 13: Counterparts

This Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to be one and the same Agreement.

Section 14: State Law

This Agreement will be interpreted and enforced in accordance with the internal laws of the State of Florida without giving effect to the principles of conflicts of laws. The Parties hereby irrevocably and unconditionally stipulate and agree that the Federal Courts in the State of Florida or the Circuit Court of the State of Florida with jurisdiction over Palm Beach County, shall have exclusive jurisdiction to hear and finally determine any dispute, claim, or controversy or action arising out of or connected (directly or indirectly) with this Agreement.

Section 15: No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of DEVELOPER and COUNTY. No other person or entity is intended to be a third-party beneficiary of this Agreement.

Section 16: Divisibility

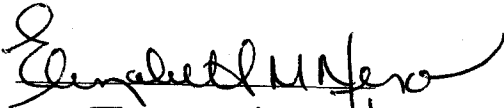
If any article, section or exhibit of this Agreement is deemed illegal or unlawful, the same will be struck from this Agreement and all other articles, sections and exhibits will remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.


DEVELOPER

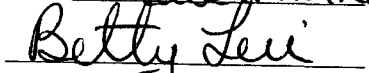
WITNESSES:

HYPOLUXO HOMES, LLC



Print: Elizabeth M. Nereo

By: 



Print: Charles Scardina

Print Name: Betty Levi

Its: Manager

PALM BEACH COUNTY

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

ATTEST:

BY ITS BOARD OF COUNTY
COMMISSIONERS

SHARON R. BOCK,
CLERK & COMPTROLLER

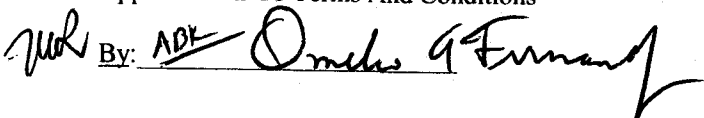
By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Assistant County Attorney

Approved: As To Terms And Conditions


By: ~~ADK~~ Onelio G. Fernandez

DESCRIPTION: RELOCATABLE DRAINAGE EASEMENT EXHIBIT "A"

A PORTION OF THE AMENDED PLAT OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 42 EAST, MARY A. LYMAN, ET AL., RECORDED IN PLAT BOOK 9, PAGE 74, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, AS ESTABLISHED AND MONUMENTED BY THE PALM BEACH COUNTY ENGINEERING DEPARTMENT; THENCE S.88°50'23"E. ALONG THE NORTH LINE THEREOF, A DISTANCE OF 316.66 FEET; THENCE S.01°10'08"W., A DISTANCE OF 104.36 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN LAKE WORTH DRAINAGE DISTRICT EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 20468, PAGE 743 OF SAID PUBLIC RECORDS; THENCE S.88°55'27"E ALONG SAID SOUTH LINE, A DISTANCE OF 195.74 FEET THE POINT OF BEGINNING; THENCE CONTINUE S.88°55'27"E ALONG SAID SOUTH LINE, A DISTANCE OF 20.03 FEET; THENCE S.02°12'02"E., A DISTANCE OF 174.44 FEET; THENCE S.11°15'50"W., A DISTANCE OF 78.50 FEET; THENCE S.01°09'12"W., A DISTANCE OF 170.06 FEET; THENCE S.87°40'31"E., A DISTANCE OF 100.23 FEET; THENCE N.02°19'29"E., A DISTANCE OF 174.89 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.40°41'07"E., A RADIAL DISTANCE OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 15°24'44", A DISTANCE OF 33.62 FEET; THENCE N.04°45'06"W., A DISTANCE OF 232.49 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LAKE WORTH DRAINAGE DISTRICT EASEMENT; THENCE S.89°51'37"E. ALONG SAID SOUTH LINE, A DISTANCE OF 40.15 FEET; THENCE S.04°45'06"E., A DISTANCE OF 174.81 FEET; THENCE S.88°51'50"E., A DISTANCE OF 32.80 FEET; THENCE S.51°12'53"E., A DISTANCE OF 81.86 FEET; THENCE S.02°19'29"W., A DISTANCE OF 320.07 FEET; THENCE N.88°51'50"W., A DISTANCE OF 49.13 FEET; THENCE S.01°08'10"W., A DISTANCE OF 60.00 FEET; THENCE S.03°03'11"E., A DISTANCE OF 40.11 FEET; THENCE S.01°08'10"W., A DISTANCE OF 115.00 FEET; THENCE S.88°51'50"E., A DISTANCE OF 157.58 FEET; THENCE N.02°19'29"E., A DISTANCE OF 577.89 FEET; THENCE N.06°09'37"W., A DISTANCE OF 186.26 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LAKE WORTH DRAINAGE DISTRICT EASEMENT; THENCE S.89°51'37"E. ALONG SAID SOUTH LINE, A DISTANCE OF 40.24 FEET; THENCE S.06°09'37"E., A DISTANCE OF 184.81 FEET; THENCE S.02°19'29"W., A DISTANCE OF 580.03 FEET; THENCE S.88°51'50"E., A DISTANCE OF 215.91 FEET; THENCE S.02°52'11"W., A DISTANCE OF 193.62 FEET; THENCE N.89°35'07"W., A DISTANCE OF 150.00 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 237.61 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 373.24 FEET; THENCE S.00°24'53"W., A DISTANCE OF 44.29 FEET; THENCE N.89°35'07"W., A DISTANCE OF 141.97 FEET; THENCE N.01°10'08"E., A DISTANCE OF 265.07 FEET TO A POINT TO BE LATER REFERRED TO AS POINT A; THENCE N.88°49'52"W., A DISTANCE OF 112.54 FEET; THENCE N.01°09'12"E., A DISTANCE OF 724.13 FEET; THENCE N.11°15'50"E., A DISTANCE OF 77.91 FEET; THENCE N.02°12'02"W., A DISTANCE OF 173.25 FEET; THENCE S.88°50'20"E., A DISTANCE OF 20.03 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

COMMENCING AT THE AFORESAID POINT A; THENCE N.01°10'08"E., A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE N.88°49'52"W., A DISTANCE OF 92.55 FEET; THENCE N.01°09'12"E., A DISTANCE OF 512.30 FEET; THENCE S.87°40'31"E., A DISTANCE OF 99.82 FEET; THENCE S.02°19'29"W., A DISTANCE OF 98.30 FEET; THENCE S.88°51'50"E., A DISTANCE OF 69.90 FEET; THENCE S.01°08'10"W., A DISTANCE OF 60.73 FEET; THENCE S.03°03'11"E., A DISTANCE OF 40.11 FEET; THENCE S.01°08'10"W., A DISTANCE OF 114.27 FEET; THENCE N.88°51'50"W., A DISTANCE OF 78.08 FEET; THENCE S.01°10'08"W., A DISTANCE OF 197.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.88°50'23"E ALONG THE NORTH LINE OF SECTION 12
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
6. L.W.D.D. - DENOTES LAKE WORTH DRAINAGE DISTRICT
7. O.R.B. - DENOTES OFFICIAL RECORD BOOK


CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 18, 2007. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-6 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 3



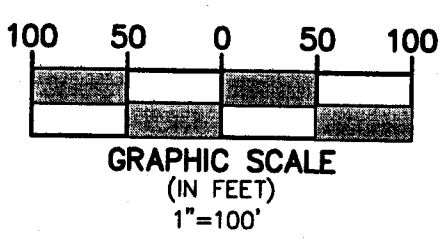
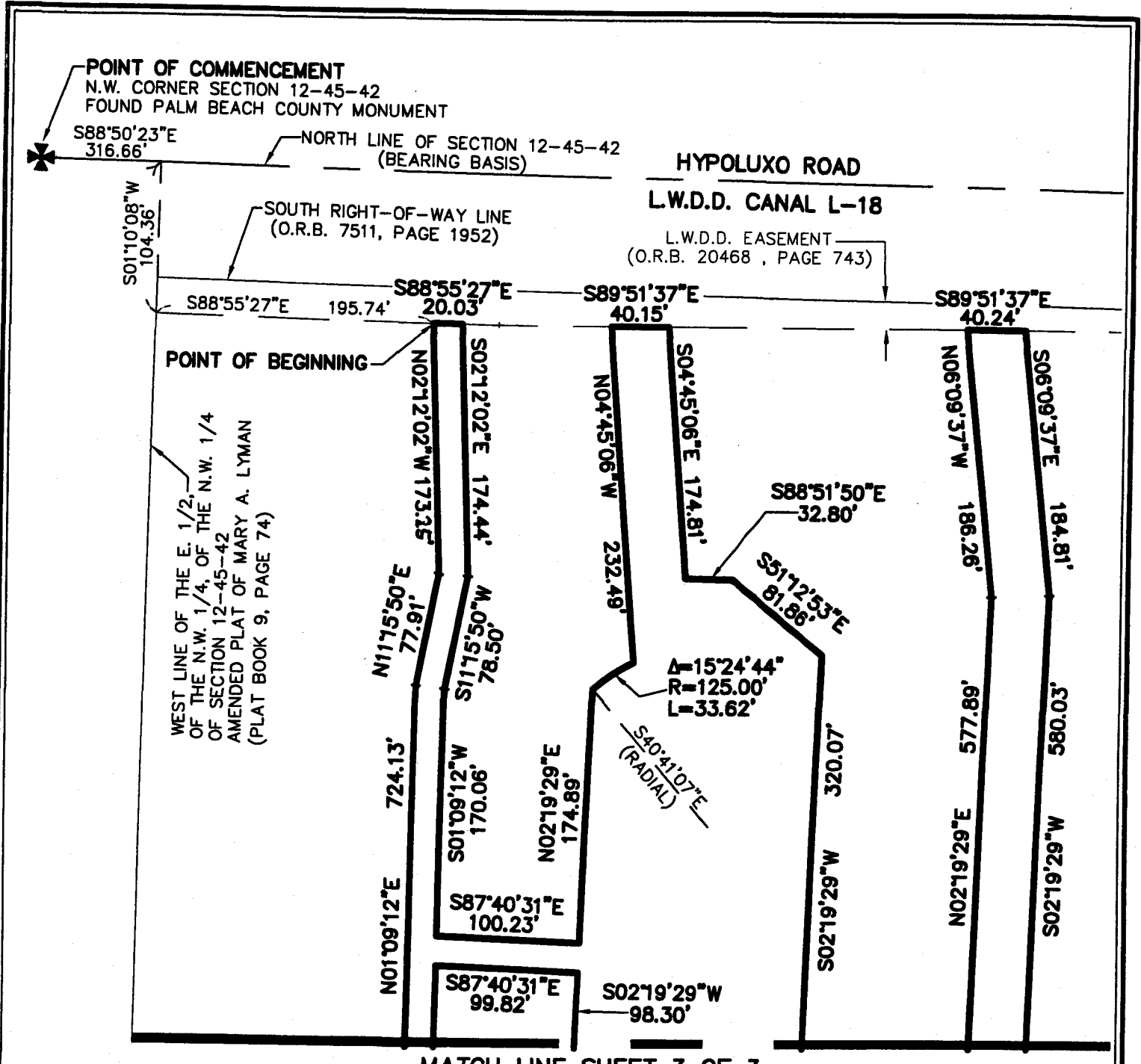
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 LANDSCAPE ARCHITECTURE - SURVEYING
 7301A W. PALMETTO PARK ROAD - SUITE 100A
 BOCA RATON, FLORIDA 33433
 PHONE (561)-392-1991 / FAX (561)-750-1452



DAVID P. LINDLEY
 REGISTERED LAND
 SURVEYOR NO. 5005
 STATE OF FLORIDA
 L.B. 3591

DATE	12/18/07
DRAWN BY	JC
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	4648ESMT

**ISOLA BELLA ISLES
RELOCATABLE DRAINAGE EASEMENT
SKETCH OF DESCRIPTION**



SHEET 2 OF 3

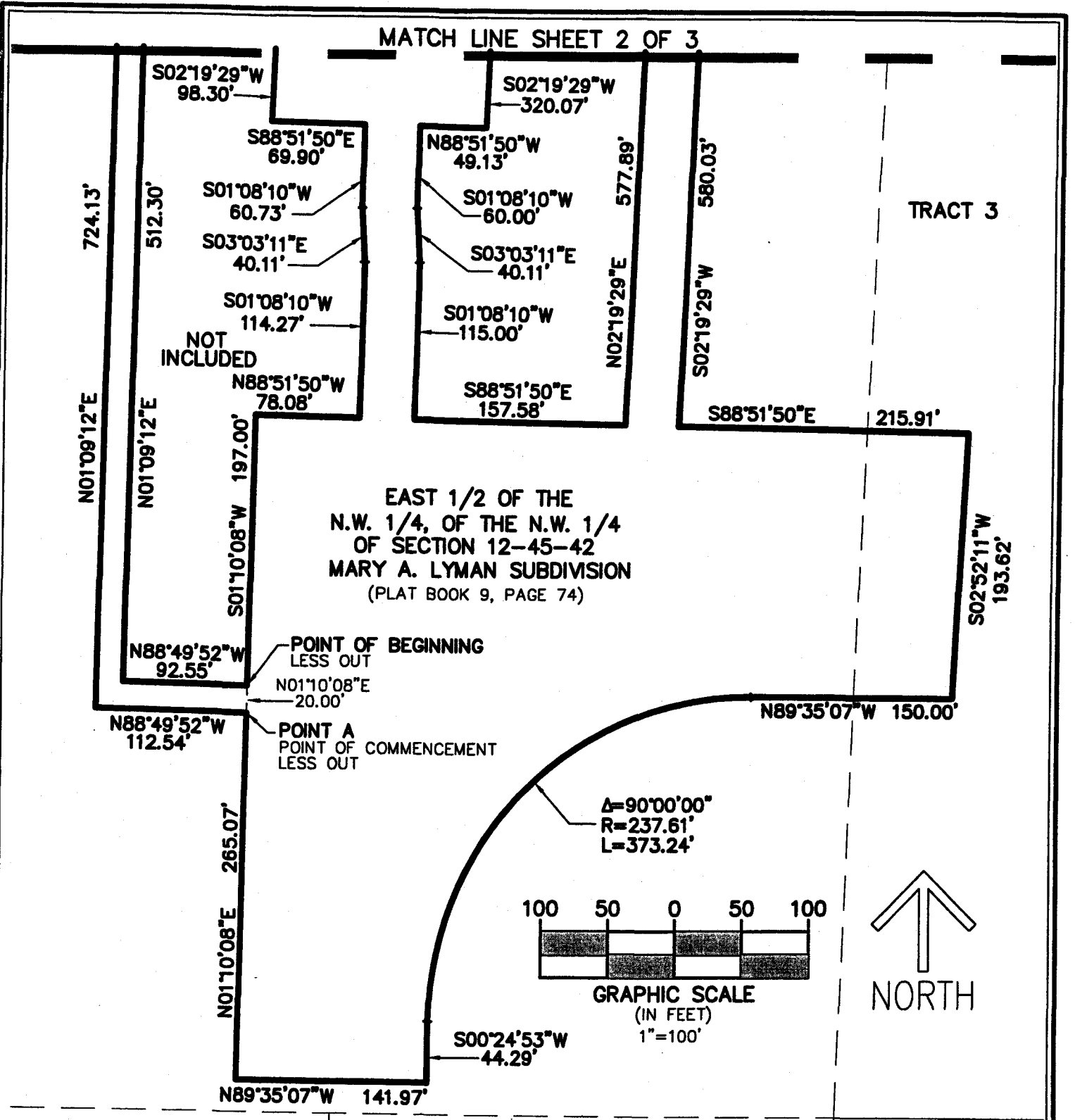
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F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	4648ESMT

**ISOLA BELLA ISLES
 RELOCATABLE DRAINAGE EASEMENT
 SKETCH OF DESCRIPTION**

MATCH LINE SHEET 2 OF 3



TRACT 3

EAST 1/2 OF THE N.W. 1/4, OF THE N.W. 1/4 OF SECTION 12-45-42 MARY A. LYMAN SUBDIVISION (PLAT BOOK 9, PAGE 74)

MARY A. LYMAN SUBDIVISION (PLAT BOOK 9, PAGE 74)

SHEET 3 OF 3

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DATE	12/18/07
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F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	4648ESMT

ISOLA BELLA ISLES RELOCATABLE DRAINAGE EASEMENT SKETCH OF DESCRIPTION

EXHIBIT "B"

DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF THE AMENDED PLAT OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 42 EAST, MARY A. LYMAN, ET AL., RECORDED IN PLAT BOOK 9, PAGE 74, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, AS ESTABLISHED AND MONUMENTED BY THE PALM BEACH COUNTY ENGINEERING DEPARTMENT; THENCE S.88°50'23"E. ALONG THE NORTH LINE THEREOF, A DISTANCE OF 316.66 FEET; THENCE S.01°10'08"W., A DISTANCE OF 104.36 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN LAKE WORTH DRAINAGE DISTRICT EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 20468, PAGE 743 OF SAID PUBLIC RECORDS; THENCE S.88°55'27"E ALONG SAID SOUTH LINE, A DISTANCE OF 192.19 FEET THE POINT OF BEGINNING; THENCE CONTINUE S.88°55'27"E. ALONG SAID SOUTH LINE, A DISTANCE OF 49.31 FEET; THENCE S.89°51'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 535.54 FEET; THENCE S.02°19'29"W., A DISTANCE OF 611.27 FEET; THENCE S.88°51'50"E., A DISTANCE OF 106.56 FEET; THENCE S.02°52'11"W., A DISTANCE OF 378.34 FEET; THENCE N.89°35'07"W., A DISTANCE OF 128.74 FEET; THENCE S.00°24'53"W., A DISTANCE OF 281.90 FEET; THENCE N.89°35'07"W., A DISTANCE OF 411.61 FEET; THENCE S.00°24'53"W., A DISTANCE OF 253.10 FEET; THENCE N.89°35'07"W., A DISTANCE OF 134.10 FEET; THENCE N.01°09'12"E., A DISTANCE OF 1,523.39 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

NOTES:

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SHEET 1 OF 3



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DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE 12/18/07

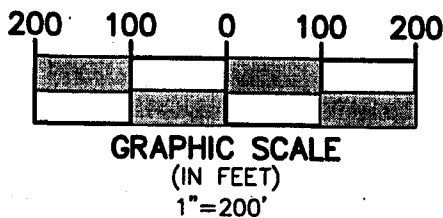
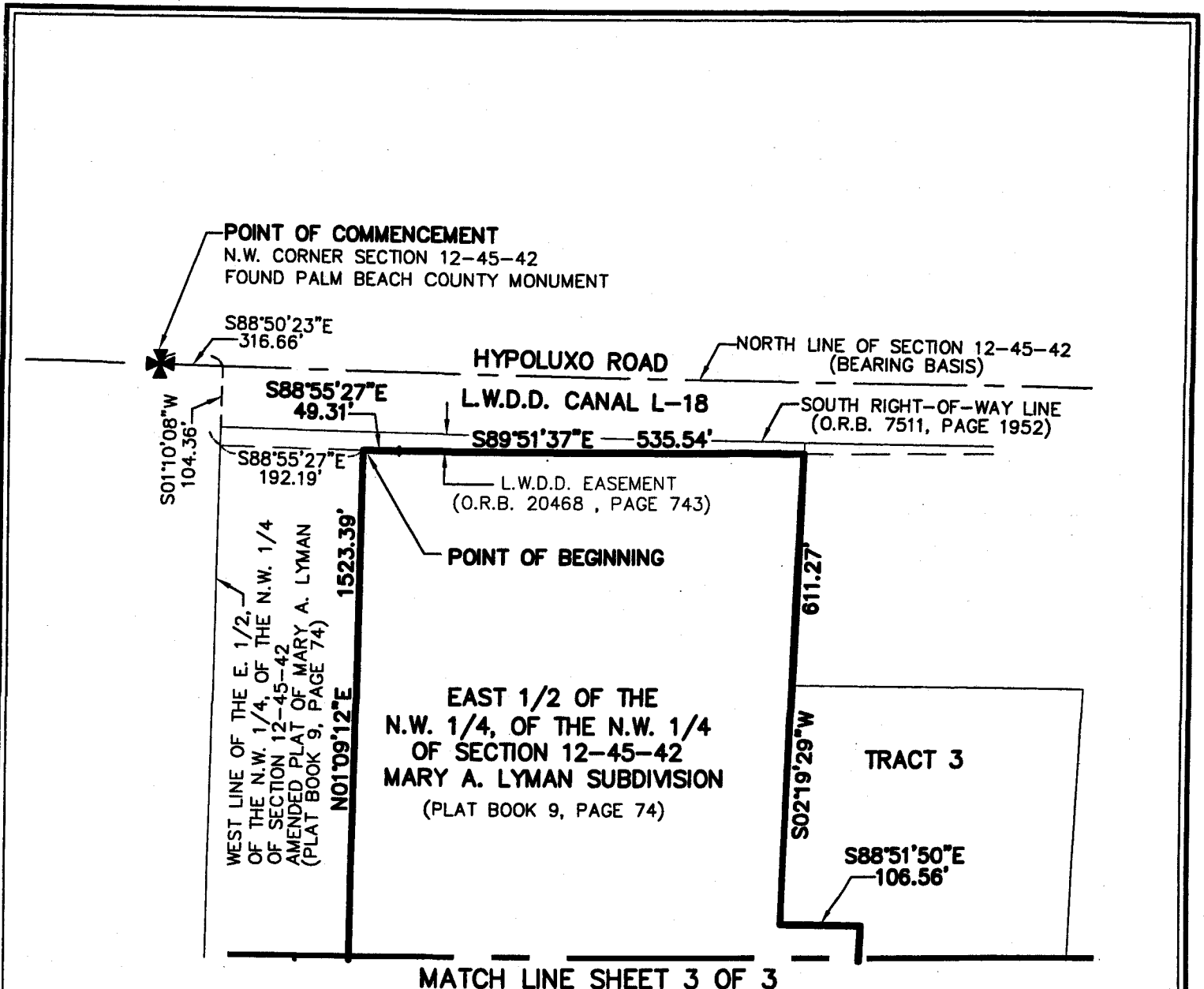
DRAWN BY JC

F.B./ PG. N/A

SCALE AS SHOWN

JOB NO. 4648ESMT


**ISOLA BELLA ISLES
TEMPORARY CONSTRUCTION EASEMENT
SKETCH OF DESCRIPTION**



SHEET 2 OF 3



CAULFIELD & WHEELER, INC.
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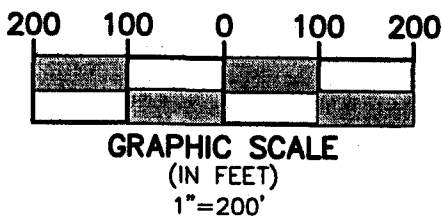
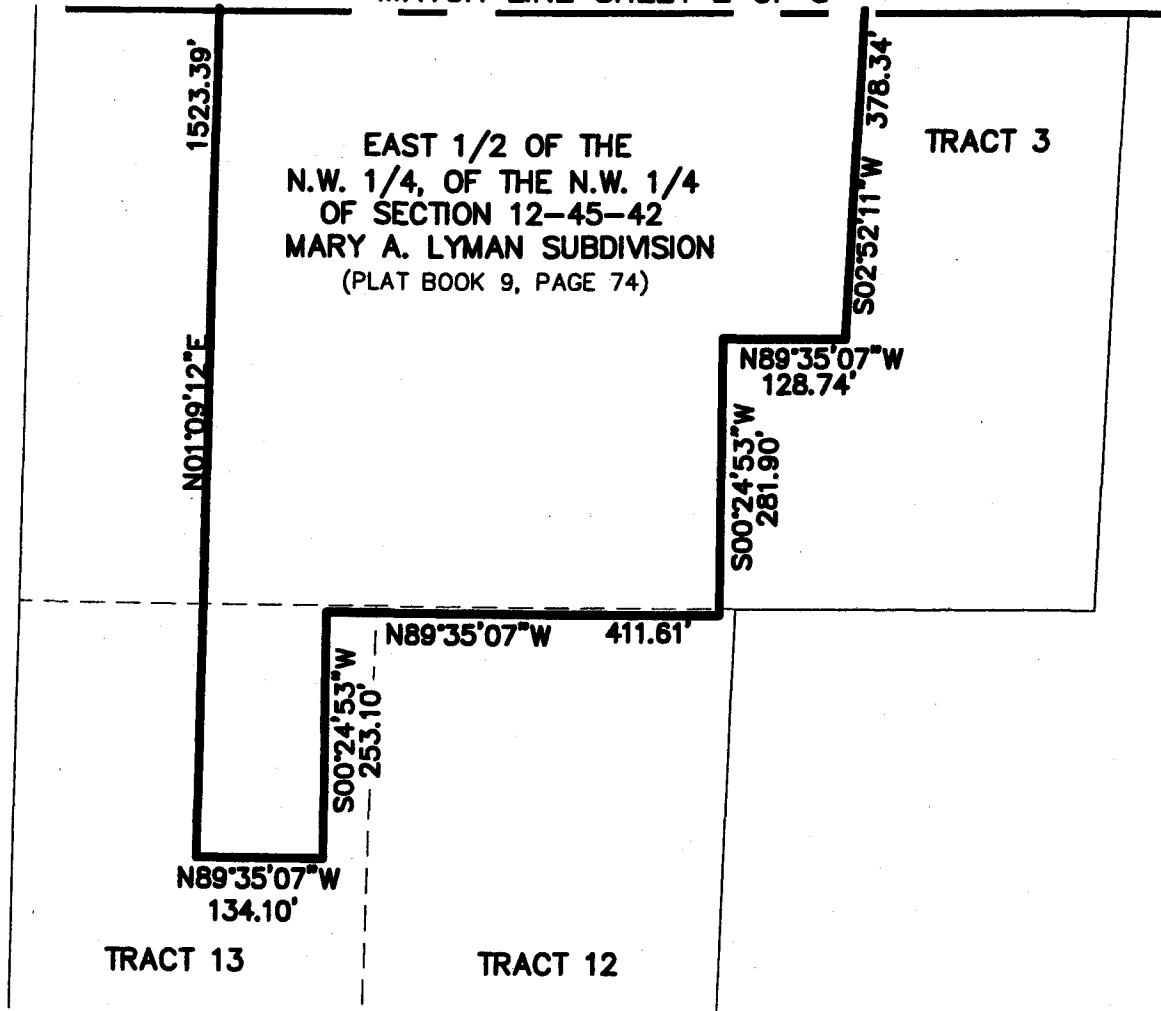


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**ISOLA BELLA ISLES
TEMPORARY CONSTRUCTION EASEMENT
SKETCH OF DESCRIPTION**

MATCH LINE SHEET 2 OF 3



SHEET 3 OF 3



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