Agenda Item #: 3-C-10

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: Jan	uary 13, 2009	[X]	Consent Workshop	[]	Regular Public Hearing
Department: Submitted By: Submitted For:	Engineering & P Roadway Produ	ublic W	orks	• •	
	<u>I. E</u>)	KECUTIV	E BRIEF		
Motion and Title: Ingress/Egress Eas Inc., for a golf cart to	sement granted by	v Jupiter	Country Club	Home	A Maintenance and eowner's Association, Road.
SUMMARY: Appro Beach County the the right-of-way of I	right to access, in:	spect, an	nd maintain th	e golf	sement will give Palm cart underpass within
District 1 (MRE)					
concerning the inst Country Club Home Agreement requires	oproved an Am allation of a golf of eowner's Associat s that an easeme aintenance of the	ended a cart unde ion, Inc. nt be gra golf car	and restated rpass on India Section 4 of anted to Palm t underpass,	I Agre antowr the A Beac	ne Board of County eement R2008-0157 In Road for the Jupiter mended and restated th County for access, essary. The regular
Attachments: 1. Location Ma 2. Maintenance	o and Ingress/Egre	ss Easer	ment (5 Origin	als)	
Recommended By		ision Dir	ector		Date
Approved By:	Sy T. W. Cou	الله Inty Eng	ineer	<u> </u>	/2/23/06 Date

F:\ROADWAY\AIS\2005\2005600\Maintenance Easement AIS.doc

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	-0-	-O-	-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	-0-	-0-	-0-	- 0-	-0-
POSITIONS (CUMULATIVE)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes _ No_

Budget Account No.:	Bud	get	Acco	unt	No.	:
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Fund Agency

Organization

Object

Amount

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

This item has no fiscal impact.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

OFMB SN WW WILLS

Contract Administration

B. Legal Sufficiency:

our veriew requirements

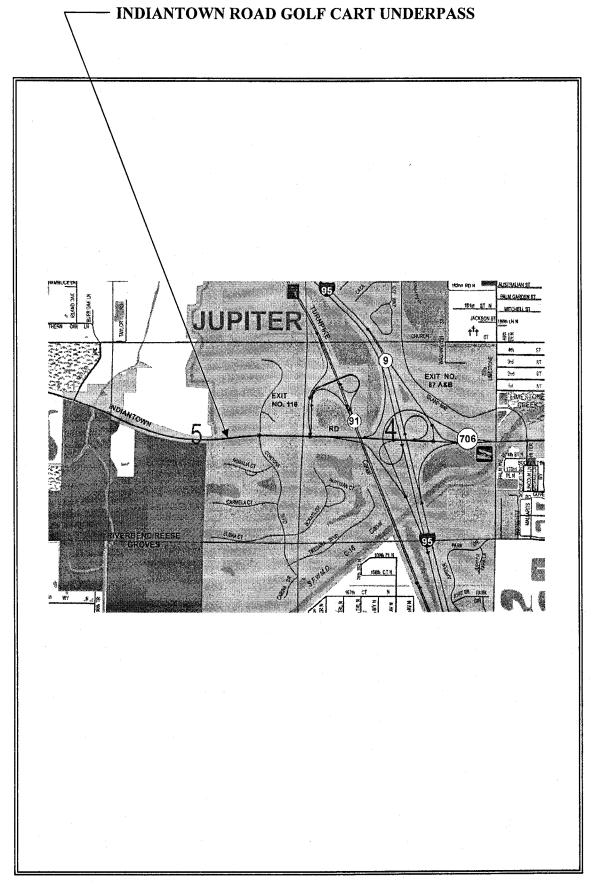
Assistant County Attorney

C. Other Department Review:

Department Director

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

LOCATION MAP



Prepared by and after recording return to: Raymond W. Royce Holland & Knight LLP 222 Lakeview Ave., Suite 1000 West Palm Beach, FL 33401

MAINTENANCE AND INGRESS/EGRESS EASEMENT

THIS MAINTENANCE AND INGRESS/EGRESS EASEMENT shall be effective as of the day of ______, 20___ (the "Effective Date") and is being entered into by and between JUPITER COUNTRY CLUB, INC., a Florida non profit corporation, whose address is 250 Gibraltar Road, Horsham, Pennsylvania 19044, and JUPITER COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Florida non profit corporation, whose address is 3918 Via Poinciana Drive, Suite 9, Lake Worth, Florida 33467 (collectively, the "Grantor"), and PALM BEACH COUNTY, a political subdivision of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, FL 33401(the "County").

WITNESSETH:

WHEREAS, the County has previously issued a permit which authorized the reconstruction of a portion of Indiantown Road and the installation of a Golf Cart Underpass (the "Golf Cart Underpass") under Indiantown Road; and

WHEREAS, the County has requested that the Grantor grant it an unobstructed perpetual non-exclusive Maintenance and Ingress/Egress Easement in, over, through, and across the parcel of real property described in Exhibit A, which is attached hereto and made a part hereof (the "Easement Area"), in order for the County to have access to the Golf Cart Underpass and other property and improvements of the County; and

WHEREAS, the Grantor is willing to grant to the County an unobstructed perpetual non-exclusive Maintenance and Ingress/Egress Easement in, over, through and across the Easement Area.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Grantor and County agree as follows:

SECTION 1. <u>ACCESS EASEMENT</u>. The Grantor hereby grants to the County a perpetual and unobstructed non-exclusive Maintenance and Ingress/Egress Easement (the "Easement") for pedestrian, vehicular and equipment usage, including temporary mobilization, storage and parking, by the County and its authorized employees, consultants, agents, contractors, subcontractors and suppliers in, over, through and across the Easement Area, for Golf Cart Underpass maintenance and inspection purposes.

The County, by acceptance of this Easement agrees for itself and its successors, assigns, agents and designees, to work with the Grantor to minimize any impairment, prevention, interference or obstruction to the Grantor's use of the Easement Area except in those instances that the County deems necessary for public safety or in order to properly implement or exercise its use of the Easement for its intended purpose. If the County should ever abandon said Easement, all rights, title and interest in the Easement Area shall automatically revert to the Grantor or its successors.

- SECTION 2. <u>USAGE</u>. The Grantor does hereby; (A) agree that the County may allow its employees, contractors, suppliers, consultants, licensees and agents to use the easements and authorizations granted herein for the purposes herein authorized and (B) reserve all of its rights as the fee title owner of the Easement Area to use the Easement Area in any manner that is not inconsistent with the easements granted herein.
- SECTION 3. <u>RELOCATION</u>. The Grantor and County agree that the Grantor shall have the right, subject to approval of the County, which approval shall not be unreasonably withheld, to amend the description of the Easement Area, in whole or in part, provided the Grantor pays for any and all costs involved in such amendment, including but not limited to the cost of provision of a new title opinion as to the new Easement Area, associated engineering and surveying expenses and the cost of recording the amendment to this Easement. In consideration thereof, the County shall cooperate with the Grantor in all reasonable respects in order to accomplish such a relocation, including; (a) the grant of a release as to the applicable portions of the Easement Area granted herein in exchange for the concurrent grant of the replacement easement area sites or (b) by execution of an amendment to the Easement.
- SECTION 4. <u>RELEASE OF EASEMENT</u>. If the County should subsequently determine that it no longer requires the right to use all or any portion of the Easement Area encumbered by this Easement, then in such event the portion of the Easement Area encumbered shall be released herefrom without the requirement for payment of any consideration for said release. Provided, however, such a release shall not be effective until the recording in the Public Records of Palm Beach County, Florida, of the County's executed release.
- SECTION 5. <u>RELEASE OF EASEMENT BY PLAT.</u> All or any portion of the Easement Area may be released from the herein granted easements upon the recording of a plat applicable to said Easement Area or portion thereof, in the Public Records of Palm Beach County, Florida, provided, said plat has been signed by the County and contains the County's specific consent to the termination of such easement as to the Easement Area.
- SECTION 6. <u>ASSIGNMENT</u>. The County agrees that it shall not sell, assign or transfer any of the easements, authorizations or rights created hereunder, either directly or indirectly, without the prior written consent of Grantor and any attempt to do so shall be null and void; provided, however, that this prohibition shall not apply to an assignment or transfer to any other governmental agency.
- SECTION 7. WARRANTY OF TITLE. Grantor does hereby fully warrant title to the Easement Area and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, and that Grantor has good right and lawful authority to grant the easements and authorization set forth in this Easement.
- SECTION 8. <u>SUCCESSORS AND ASSIGNS.</u> Where the context of this Easement allows or permits, the terms "Grantor" and "County" shall include said party's successors and assigns.
- SECTION 9. <u>PARTIES BOUND BY.</u> This Easement, including all easements, authorizations, and warranties given or granted herein, shall be binding upon and shall enure to the benefit of the Grantor and County, together with their respective successors and assigns, and shall, where applicable, be deemed perpetual covenants that run with the land.
- SECTION 10. <u>MODIFICATIONS</u>. Any modification of this Easement shall be binding only if evidenced in a written instrument signed by each party in such format that is subject to recording in the Public Records of Palm Beach County, Florida.

SECTION 11. <u>ENFORCEMENT</u>. In the event of any controversy, claim or dispute relating to this Easement or its breach, each party shall be responsible for its attorney's fees and costs, including appellate and mediation.

SECTION 12. GOVERNING LAW AND VENUE. This Easement shall be governed by the laws of the State of Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

SECTION 13. <u>NOTICES</u>. Any notice provided for or concerning this Easement shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each party as set forth or at any subsequent address for either of the parties or their successors and assigns following notice of an address change.

SECTION 14. <u>EFFECTIVE DATE</u>. This Easement shall be effective as of the last date it has been signed by all parties hereto.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Easement as of the day and year hereinafter set forth.

[signatures and notary acknowledgments set forth on the following pages]

EXECUTED BY GRANTOR this day of <u>December</u> , 2008.
WITNESSES: JUPITER COUNTRY CLUB, INC., a Florida non profit corporation By: Name: Name: Print: Ren Green gan JUPITER COUNTRY CLUB, INC., a Florida non profit corporation Title: Print: Prin
STATE OF Pennsylvana COUNTY OF MATIMEM The foregoing instrument was acknowledged before me this day of Della , 2008, by Dand H. Mann, as J. Co. H. Country CLUB, INC., a Florida non profit corporation, on behalf of the non profit corporation, who (1) is personally known to me or (1) has produced
(SEAL) Signature of Notary Public - State of Flansy Source, Name:
NOTARIAL SEAL ELIZABETH P. STEIN, Notary Public Horsham Twp., Montgomery County My Commission Expires September 8, 2011

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Sign: Larve a. Spriggs Print Joyce A. Spriggs	JUPITER COUNTRY CLUB HOMEOWNERS ASSOCIATION INC., a Florida non profit corporation By: Name: RONAL Blum Title: President
STATE OF FLORIDA COUNTY OF PALM BEACH	
The foregoing instrument was acknowledged by Ronald Blum, as P	before me this 9th day of December, 2008, resident of JUPITER COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC., a learning corporation, who is personally known to	Florida non profit corporation, on behalf of the non profit
as identification.	
(SEAL)	Signature of Notary Public - State of Florida
	Name: Cornector Fife Commission #: DD 667906
CATHERINE A. EIFE	Commission Expires: 8 19111
MY COMMISSION # DD 667906 EXPIRES: August 19, 2011 Render Thru Nitary Public Underwriters	

EXECUTED BY GRANTOR this 9th day of December, 2008.

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	COMMISSIONERS
By:	By:
Deputy Clerk	John F. Koons, Chairman
APPROVED AS TO FORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	CONDITIONS
Ву:	By: Imeles at mans
Assistant County Attorney	\$24V

EXHIBIT A EASEMENT AREA [SEE ATTACHED]

5623997_v4

DESCRIPTION: ACCESS EASEMENT

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 5, TOWNSHIP 41 SOUTH, RANGE 42 EAST; THENCE N.02'47'06"E. ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 283.05 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF INDIANTOWN ROAD (STATE ROAD 706), AS RECORDED IN OFFICIAL RECORD BOOK 8319, PAGE 1443 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.88'51'00"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 882.50 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 6,807.80 FEET AND A CENTRAL ANGLE OF 07'41'20"; THENCE WESTERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE A DISTANCE OF 913.58 FEET; THENCE S.83'27'40"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 331.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.83'27'40"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 29.28 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 4,988.66 FEET AND A CENTRAL ANGLE OF 00°21'27"; THENCE WESTERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE, A DISTANCE OF 31.12 FEET; THENCE N.06'32'13"W., A DISTANCE OF 6.70 FEET; THENCE N.36°32'24"W., A DISTANCE OF 12.32 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 58'39'00"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 51.18 FEET; THENCE S.84*48'36"W., A DISTANCE OF 10.46 FEET; THENCE S.05*11'24"E., A DISTANCE OF 41.88 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID INDIANTOWN ROAD (STATE ROAD 706), AND THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.05'29'43"W., A RADIAL DISTANCE OF 4,988.66 FEET; THENCE WESTERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 0013'47", A DISTANCE OF 20.00 FEET; THENCE N.05"11"24"W., A DISTANCE OF 41.94 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 88'35'23"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANÇE OF 46.39 FEET; THENCE N.83°23'58"E., A DISTANCE OF 152.98 FEET; THENCE S.06°40'18"E., A DISTANCE OF 30.05 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.12'57'39"E., A RADIAL DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 53'34'22", A DISTANCE OF 46.75 FEET; THENCE S.23'27'59"W., A DISTANCE OF 12.32 FEET; THENCE S.06'32'13"E., A DISTANCE OF 7.21 FEET TO THE POINT OF BEGINNING.

NOTES

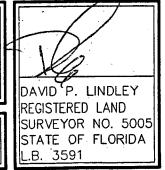
- 1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. 2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS ARE RELATIVE TO A BEARING OF NO2'47'06"E ALONG THE EAST LINE OF SECTION 5-41-42.
- 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. O.R.B. DENOTES OFFICIAL RECORD BOOK.

CERTIFICATE:

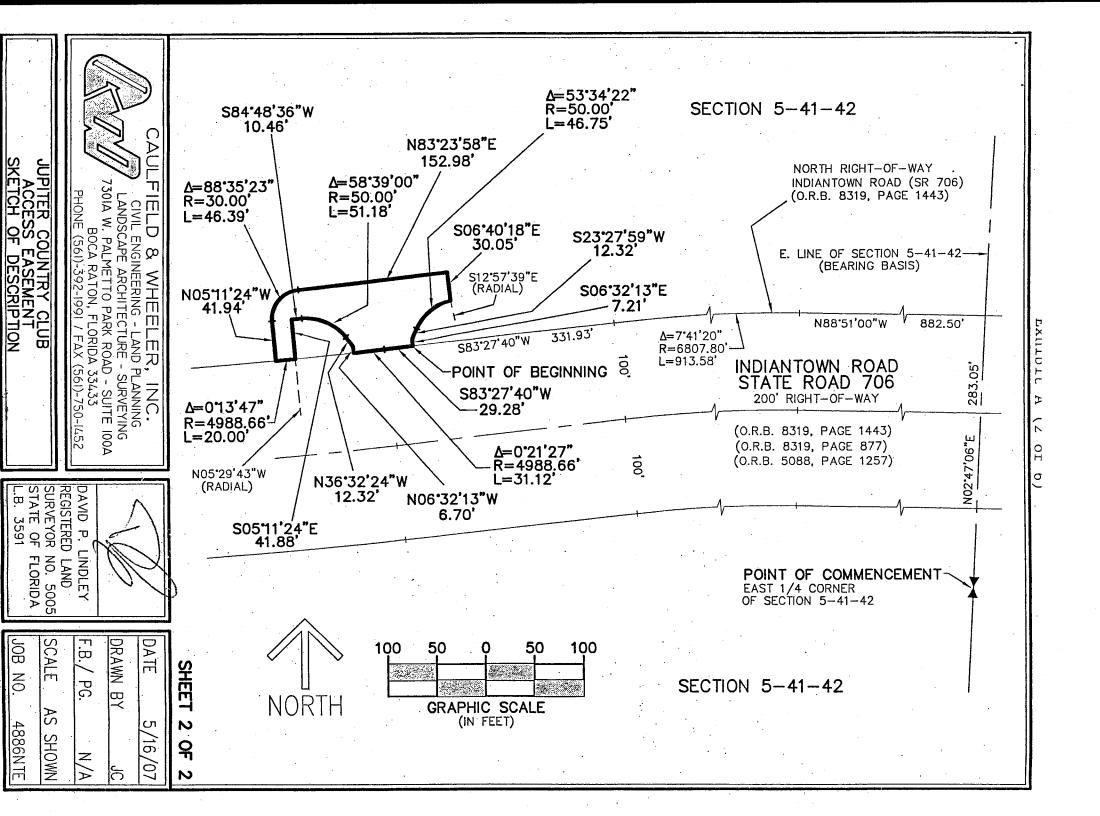
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON MAY 16, 2007. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17—6 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

CAULFIELD & WHEELER, INC. CIVIL ENGINEERING - LAND PLANNING LANDSCAPE ARCHITECTURE - SURVEYING 730IA W. PALMETTO PARK ROAD - SUITE 100A BOCA RATON, FLORIDA 33433 PHONE (561)-392-1991 / FAX (561)-750-1452

JUPITER COUNTRY CLUB ACCESS EASEMENT SKETCH OF DESCRIPTION



SHEET	1 OF 2
DATE	5/16/07
DRAWN BY	JC
F.B./ PG.	N/A
SCALE A	S SHOWN
JOB NO.	4886NTE



DESCRIPTION:

A PORTION OF TRACTS L AND GC, JUPITER COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 108, PAGES 164 THROUGH 181 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT L; THENCE S.71'44'40"E., A DISTANCE OF 330.31 FEET TO THE POINT OF BEGINNING; THENCE N.59'49'37"E., A DISTANCE OF 88.22 FEET; THENCE N.75'31'05"E., A DISTANCE OF 78.84 FEET; THENCE N.09'11'13"W., A DISTANCE OF 22.54 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADOL THE N.09'11'13"W., A RADIAL DISTANCE OF 49.00 FEET; THENCE N.07'15"E. ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 57'20'32", A DISTANCE OF 49.04 FEET; THENCE N.23'28'15"E., A DISTANCE OF 12.05 FEET; THENCE N.06'31'57"W., A DISTANCE OF 7.21 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID TRACT L, AND THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.06"11'05"W., A RADIAL DISTANCE OF 5,188.66 FEET; THENCE EASTERLY ALONG THE ARC OF SAID NORTH LINE, THROUGH A CENTRAL ANGLE OF 00"21'15", A DISTANCE OF 32.07 FEET; THENCE N.83"27'40"E. ALONG SAID NORTH LINE, A DISTANCE OF 30.33 FEET; THENCE S.06"31'57"E., A DISTANCE OF 5.69 FEET; THENCE S.49"59'57"E., A DISTANCE OF 5.26 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.36'07'44"E., A RADIAL DISTANCE OF 49.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 62'42'42", A DISTANCE OF 53.63 FEET; THENCE S.26'34'58"E., A DISTANCE OF 33.02 FEET; THENCE S.75'31'05"W., A DISTANCE OF 250.22 FEET; THENCE S.59'49'37"W., A DISTANCE OF 74.83 FEET; THENCE S.40'35'42"E., A DISTANCE OF 18.93 FEET; THENCE S.50'25'51"E., A DISTANCE OF 46.05 FEET; THENCE S.66'09'14"E., A DISTANCE OF 64.30 FEET; THENCE S.48'25'31"E., A DISTANCE OF 45.42 FEET; THENCE S.48'25'31"E., A DISTANCE OF 45.42 FEET; THENCE S.48'25'31"E., A DISTANCE OF 45.42 FEET; THENCE S.43°51'05"E., A DISTANCE OF 38.84 FEET; THENCE S.64°59'52"E., A DISTANCE OF 97.67 FEET; THENCE S.72°28'32"E., A DISTANCE OF 95.29 FEET; THENCE S.75°33'10"E., A DISTANCE OF 98.44 FEET; THENCE S.79°55'31"E., A DISTANCE OF 51.16 FEET; THENCE S.76°55'52"E., A DISTANCE OF 33.08 FEET; THENCE S.82°00'55"E., A DISTANCE OF 42.59 FEET; THENCE S.86°29'59"E., A DISTANCE OF 36.31 FEET; THENCE N.89°30'54"E., A DISTANCE OF 43.86 FEET; THENCE N.8815'10"E., A DISTANCE OF 49.24 FEET; THENCE S.84'14'09"E., A DISTANCE OF 37.83 FEET; THENCE S.76'44'04"E., A DISTANCE OF 39.77 FEET; THENCE S.74'27'56"E., A DISTANCE OF 58.25 FEET; THENCE S.83'32'12"E., A DISTANCE OF 91.98 FEET; THENCE N.85'22'18"E., A DISTANCE OF 21.70 FEET; THENCE N.73'49'14"E., A DISTANCE OF 73.36 FEET; THENCE S.72°27'42"E., A DISTANCE OF 48.96 FEET; THENCE S.36'48'19"E., A DISTANCE OF 103.00 FEET; THENCE S.82°49'47"E., A DISTANCE OF 31.16 FEET; THENCE N.84°24'44"E., A DISTANCE OF 36.66 FEET; THENCE N.68°58'44"E., A DISTANCE OF 65.81 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID TRACT GC; THENCE S.46°41'27"E. ALONG SAID EAST LINE, A DISTANCE OF 11.10 FEET; THENCE S.68°58'44"W., A DISTANCE OF 71.97 FEET; THENCE S.84°24'44"W., A DISTANCE OF 39.13 FEET; THENCE N.82°49'47"W., A DISTANCE OF 36.52 FEET; THENCE N.36°48'19"W., A DISTANCE OF 104.03 FEET; THENCE N.72°27'42"W., A DISTANCE OF 42.72 FEET; THENCE S.73°49'14"W., A DISTANCE OF 71.34 FEET; THENCE S.85°22'18"W., A DISTANCE OF 23.68 FEET; THENCE N.83°32'12"W., A DISTANCE OF 93.75 FEET; THENCE N.74°37'66"W., A DISTANCE OF 88.85 FEET; THENCE N.75°37'66"W., A DISTANCE OF 88.85 FEET; THENCE N.75°37'66"W., A DISTANCE OF 88.85 FEET; THENCE N.74°27′56″W., A DISTANCE OF 58.85 FEET; THENCE N.76°44′04″W., A DISTANCE OF 38.92 FEET; THENCE N.84°14′09″W., A DISTANCE OF 36.52 FEET; THENCE S.88°15′10″W., A DISTANCE OF 48.69 FEET; THENCE S.89°30′54″W., A DISTANCE OF 44.31 FEET; THENCE N.86°29′59″W., A DISTANCE OF 37.05 FEET; THENCE N.82°00′55″W., A DISTANCE OF 43.42 FEET; THENCE N.76°55′52″W., A DISTANCE OF 33.26 FEET; THENCE N.79°55′31″W., A DISTANCE OF 51.28 FEET; THENCE N.75°33′10″W., A DISTANCE OF 99.09 FEET; THENCE N.72°28′32″W., A DISTANCE OF 96.22 FEET; THENCE N.64'59'52"W., A DISTANCE OF 100.19 FEET; THENCE N.43'51'05"W., A DISTANCE OF 40.31 FEET; THENCE N.48'25'31"W., A DISTANCE OF 43.47 FEET; THENCE N.66 09'14"W., A DISTANCE OF 63.14 FEET; THENCE N.61'31'13"W., A DISTANCE OF 62.03 FEET; THENCE N.50°25'51"W., A DISTANCE OF 47.88 FEET; THENCE N.40°35'42"W., A DISTANCE OF 31.80 FEET TO THE POINT OF BEGINNING.

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 ARE RELATIVE TO A BEARING OF NO2"10'10"E ALONG THE WEST LINE OF JUPITER COUNTRY CLUB 4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.

DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

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 MAY 21, 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.

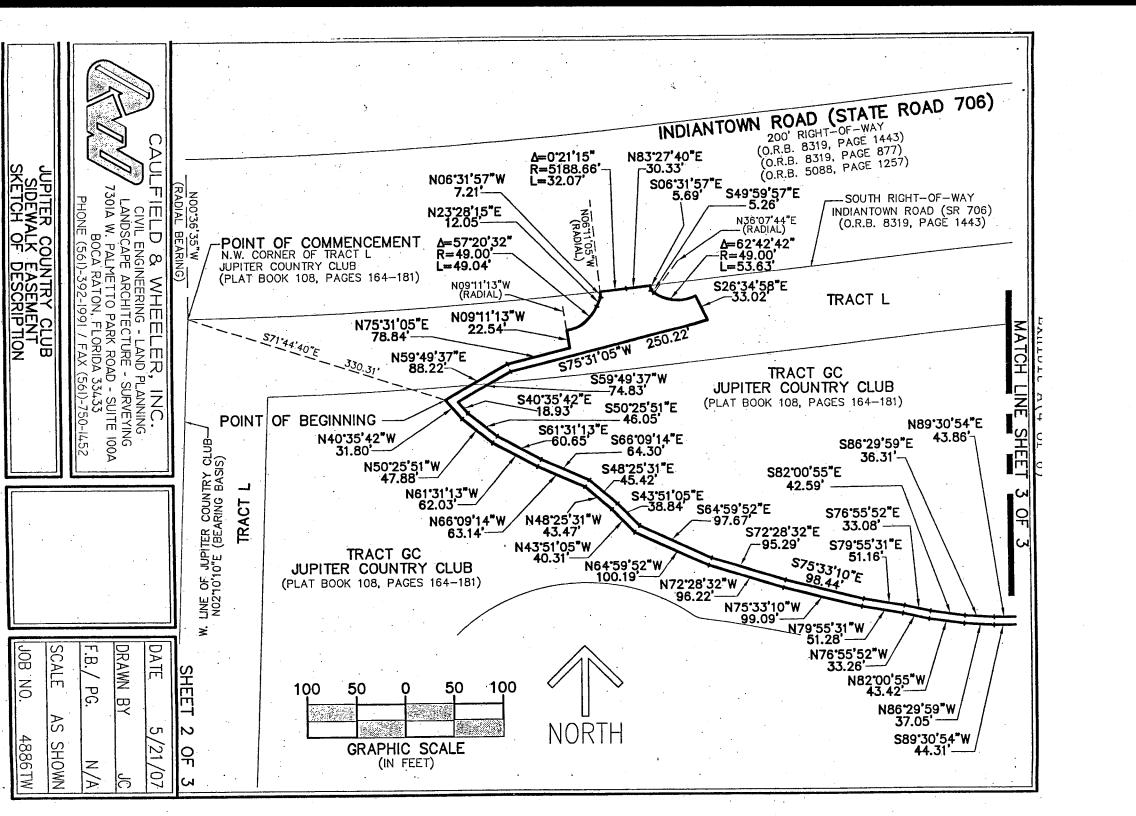


CAULFIELD & WHEELER, INC. CIVIL ENGINEERING - LAND PLANNING LANDSCAPE ARCHITECTURE - SURVEYING 730IA W. PALMETTO PARK ROAD - SUITE 100A BOCA RATON, FLORIDA 33433 PHONE (561)-392-1991 / FAX (561)-750-1452

JUPITER COUNTRY CLUB SIDEWALK EASEMENT SKETCH OF DESCRIPTION

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

SHEET	1 OF 3
DATE	5/21/07
DRAWN BY	JC
F.B./ PG.	N/A
	S SHOWN
JOB NO.~	4886TW



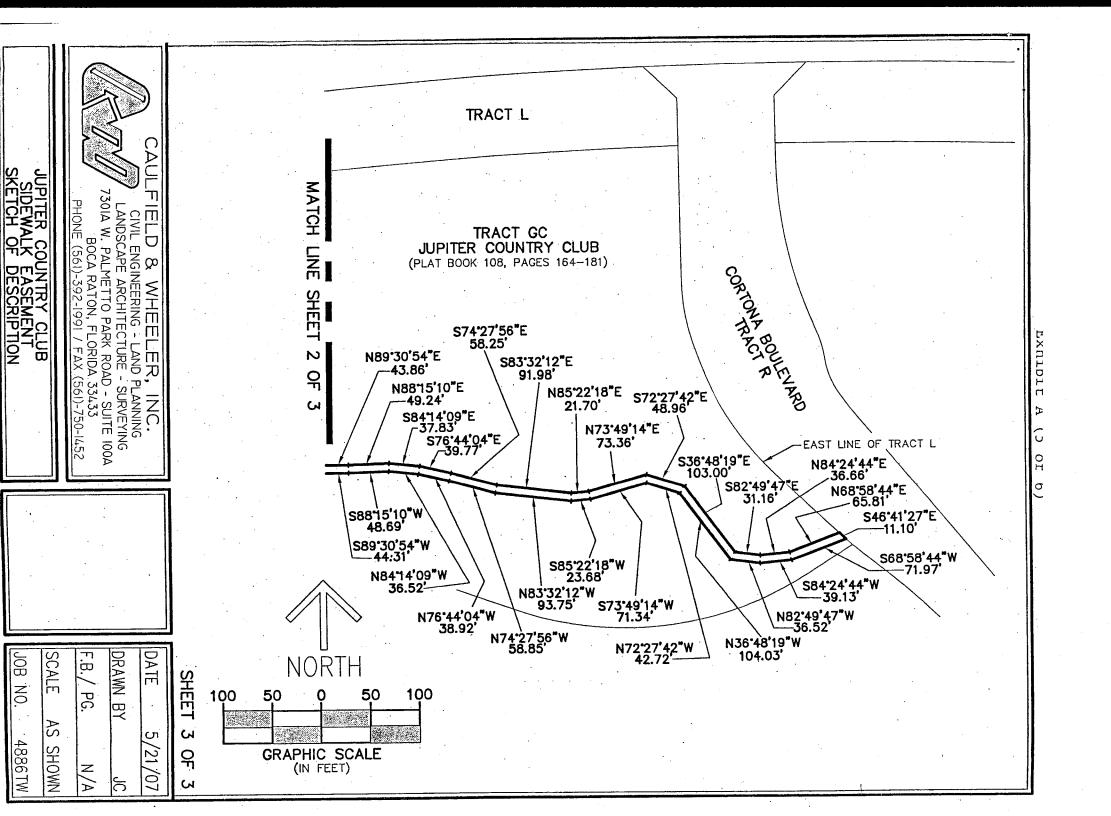


Exhibit A

(Page 6 of 6)

TRACT R, JUPITER COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 108, PAGES 164 THROUGH 181 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

4575309_v1