

6C-1

## AGENDA ITEM SUMMARY

☐ Consent      ☒ Regular  
☐ Ordinance      ☐ Public Hearing

**Department: Facilities Development & Operations**

## **I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

- A) **adopt** a resolution authorizing the conveyance of the County's interest in a 686 square foot parcel of vacant County-owned land in Boynton Beach to Southern Homes of Palm Beach, LLC, for \$17,836 with reservation of mineral and petroleum rights, but without rights of entry and exploration; and
- B) **approve** a County Deed in favor of Southern Homes of Palm Beach, LLC; and
- C) **approve** a Canal Easement in favor of Southern Homes of Palm Beach, LLC.

**Summary:** The County acquired a 2.94 acre parcel of submerged land underlying three finger canals in unincorporated Boynton Beach by Tax Deed in May 1971. The canals are located along the Intracoastal Waterway in Boynton Beach between Turner Road and Bamboo Lane. The assessed value of the County's entire parcel is \$891. The County has previously sold 115 square feet to the Anya Group in 2005 (R2005-1333), a 414 square foot parcel to Patricia H. Mikulec in 2008 (R2008-0464) and a 142 square foot parcel to Southern Homes of Palm Beach, LLC in 2008 (R2008-1354); each approved by the Board for \$26.08/sf. This property is being sold to the Southern Homes of Palm Beach, LLC for \$17,836 (rounded to \$26.00/sf) without competitive bidding under the alternative disposition procedures established by Ordinance 2002-067. This requires a finding by the Board that Southern Homes of Palm Beach, LLC is "the only person capable of reasonably utilizing the property for the use which the Board has determined to be the highest and best use of the property." Staff recommends this finding to ensure that Southern Homes of Palm Beach, LLC, as the adjacent upland riparian lot owner, retains access to the canal immediately behind its Waterside Village subdivision. The County will retain mineral rights in accordance with Florida Statutes Section 270.11, but will not retain rights of entry and exploration. The County is also granting to Southern Homes of Palm Beach, LLC an exclusive Canal Easement to allow for the installation of docks, boat slips and appurtenant facilities and equipment in the County's canal located adjacent to the Waterside Village subdivision. The Canal Easement may be assigned to the Waterside of Boynton Homeowner's Association, Inc. without the County's consent, provided the homeowner's association assumes the obligations of the Canal Easement. The easement area is L-shaped and is approximately 20' x 450' for a total of approximately 8,919 square feet (0.20 acres). This Canal Easement is being granted at no charge, as numerous other adjacent upland riparian lot owners use the canal and have docks and pilings that encroach onto the County's submerged lands. **(PREM) District 4 (HJF)**

(continued on page 3)

**Attachments:**

1. Location Map
2. Aerial Map
3. Site Plan showing Canal Easement
4. Resolution
5. County Deed
6. Canal Easement
7. Disclosure of Beneficial Interests

Recommended By: 164 Anthony Wolf  
Department Director

3/30/09  
Date

Approved By: \_\_\_\_\_  
County Administrator

4/13/20  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$17,836)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$17,836)	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No X

Budget Account No: Fund 0001 Dept 410 Unit 4240 Object 6422  
Program \_\_\_\_\_

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

Conveyance of this property will eliminate the County's ongoing maintenance and liability.

C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

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

Jim D. L. 4/8/09  
OFMB  
4/9/09 CN 4/6/09

Dr. S. Jacob 4/9/09  
Contract Development and Control

### B. Legal Sufficiency:

AFJ 4/10/09  
Assistant County Attorney

This item complies with current  
County policies.

The Canal Easement requires  
proof of insurance.

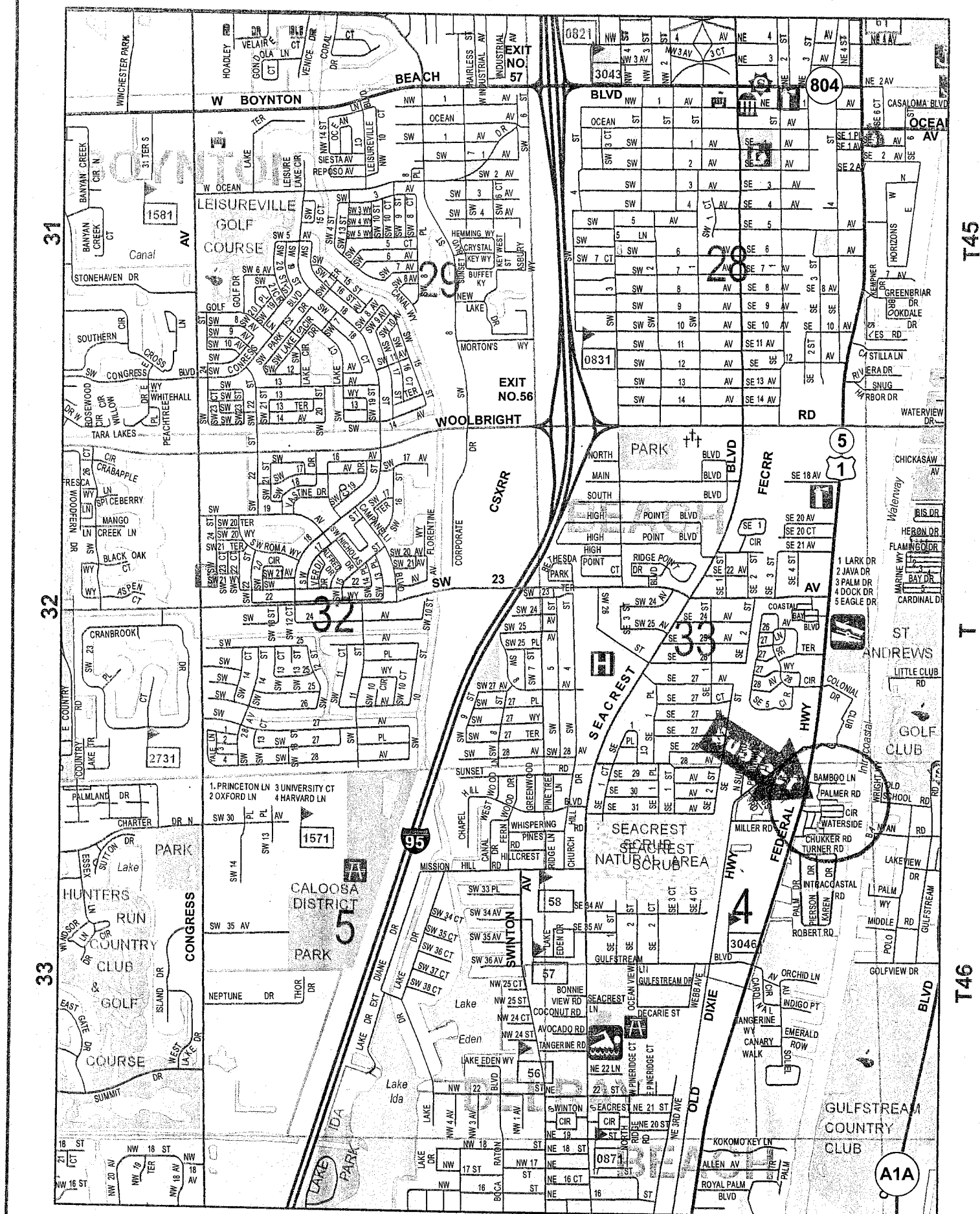
### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

**Background and Policy Issues:** This 686 square foot parcel is located on the west end of the middle canal. The canals were dredged in connection with the development of a small residential subdivision and provide waterfront access to the adjoining lot owners. No provision was made for ownership and management/maintenance of the canals and the property went to tax foreclosure and ultimately escheated to the County. There are numerous minor encroachments out into the canals and most of the adjoining owners have docks and pilings extending into the canals. Southern Homes acquired the land along the north side of this middle canal and created a new subdivision. Southern Homes paid \$20.13/sf for the land. The land is currently assessed at \$136/sf. Staff is recommending that the property be sold for approximately the same price as the other parcels to be consistent in the treatment of the various property owners. The purchase prices for the previously completed transaction, including the conveyance of 142 sf to Southern Homes, were approved by the Board at \$26.08/sf.

Under Florida Statutes Section 286.23, a Disclosure of Beneficial Interests is required to be provided in connection with any purchase of property by the County. Such Disclosure is not required in connection with the sale of land or granting of an easement by the County. Staff is requesting such Disclosure for all transactions with private entities. As such, Southern Homes of Broward Inc., a Florida corporation, the Managing Member of Southern Homes of Palm Beach, LLC, a Florida limited liability company, provided the attached Disclosure which identifies the following as each holding a 5% or greater beneficial interest in Southern Homes of Palm Beach, LLC, a Florida limited liability company: (i) Southern Builders of South Florida, Inc. as a 45% beneficial interest holder with 50% beneficial interest held by Hector Garcia Revocable Trust with Clara E. Garcia as the sole beneficiary and 50% beneficial interest held by Gerardo L. Aguirre Revocable Trust with Liliana M. Aguirre as the sole beneficiary; (ii) DH Funds, LLC as a 16.25% beneficial holder with David Hanono Zonana and Isaac Cherem Dabbah each holding a 50% beneficial interest in DH Funds, LLC.; and (iii) IJS International, LLC as a 16.25% beneficial interest holder with Salomon Cherem Dabbah and Jose Cherem Dabbah each holding 50% beneficial interest in IJS International, LLC.



## LOCATION MAP

**ATTACHMENT #**



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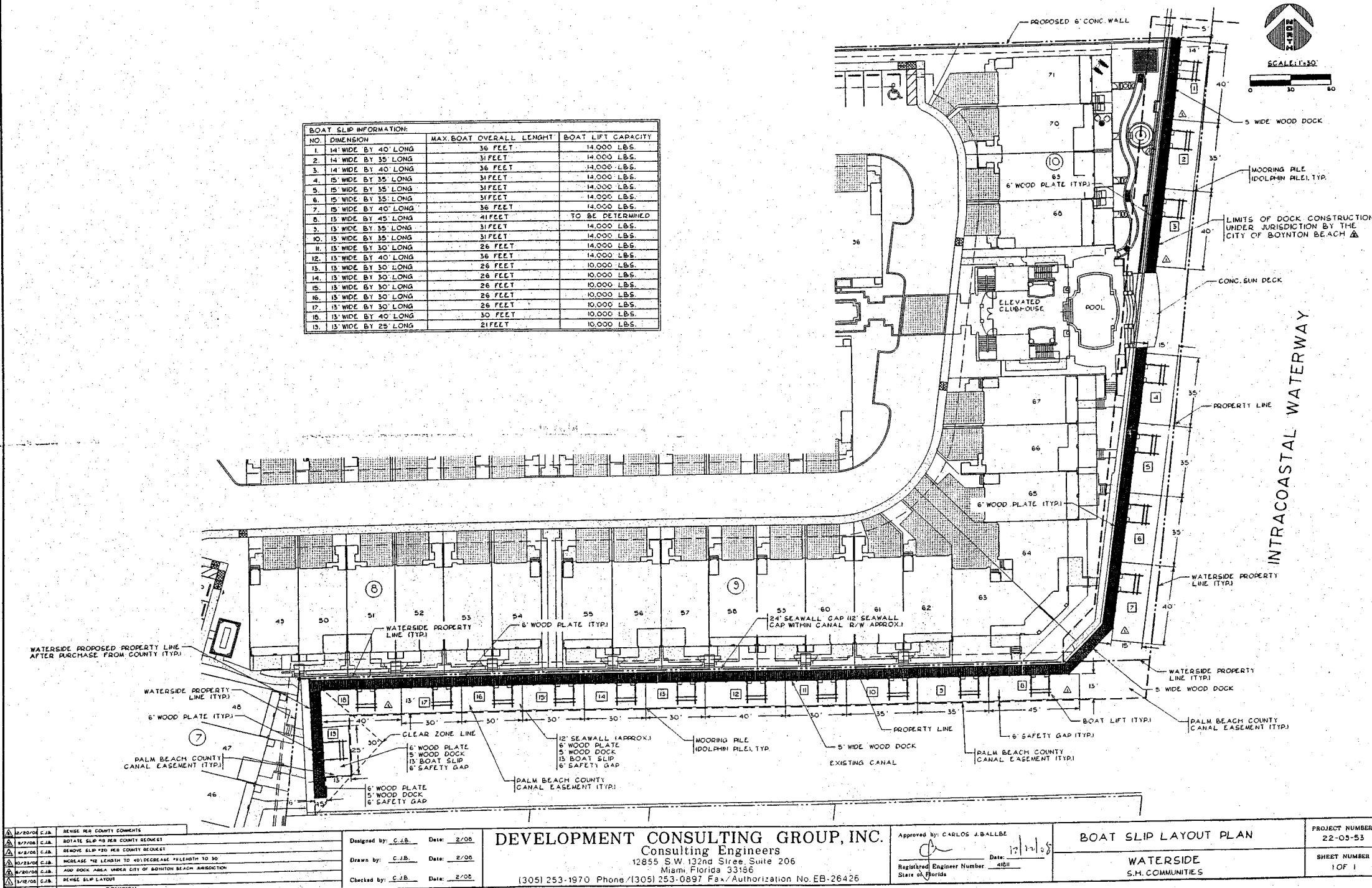
Map Scale 1:1847

Map produced on 3/23/2009

<http://cwgisweb.co.palm-beach.fl.us/geonav/presentation/mapping/printnew.asp?MAPUR...> 3/23/2009

ATTACHMENT #2

**ATTACHMENT #3**



**RESOLUTION NO. 2009 - \_\_\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO SOUTHERN HOMES OF PALM BEACH, LLC FOR SEVENTEEN THOUSAND EIGHT HUNDRED THIRTY-SIX AND NO/100 DOLLARS (\$17,836.00), WITH MINERAL AND PETROLEUM RIGHTS RESERVATION AND WITHOUT RIGHTS OF ENTRY AND EXPLORATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the County owns a 2.94+/- acre parcel of real property consisting of both submerged lands and upland real property ("County Parcel"), located east of Federal Highway and south of Woolbright Road in unincorporated Palm Beach County; and

**WHEREAS**, part of the County Parcel is an irregularly shaped strip of real property approximately 14 feet wide x 70 feet long which contains 686 +/- square feet (approximately .016 acres)(the "Surplus Parcel"), located between the submerged lands and adjoining upland property owned by Southern Homes of Palm Beach, LLC ("Southern Homes"); and

**WHEREAS**, Southern Homes has requested that County convey the Surplus Parcel to it; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that the highest and best use of the Surplus Parcel is to combine it with the adjoining upland property; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that due to the size and location of the Surplus Parcel, Southern Homes is the only one capable of utilizing the Surplus Parcel for its highest and best use; and

**WHEREAS**, the Board desires to sell such Surplus Parcel to Southern Homes; and

**WHEREAS**, pursuant to Florida Statute Section 270.11, Southern Homes has requested that such property be conveyed without reservation of and that the County release all rights of entry and exploration relating to mineral and petroleum rights; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby agrees to convey such property reserving phosphate, minerals, metals and petroleum rights, but releasing any and all rights of entry and exploration relating to such rights.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

**Section 1.   Recitals**

The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2.   Authorization to Convey Real Property**

The Board of County Commissioners of Palm Beach County shall convey to Southern Homes of Palm Beach, LLC, for Seventeen Thousand Eight Hundred Thirty-Six and no/100 Dollars (\$17,836.00) pursuant to the County Deed attached hereto and incorporated herein by reference, the real property legally described in such County Deed.

**Section 3.   Conflict with Federal or State Law or County Charter**

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

**Section 4.   Effective Date**

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

COMMISSIONER JOHN F. KOONS, CHAIRMAN  
COMMISSIONER BURT AARONSON, VICE CHAIRMAN  
COMMISSIONER KAREN T. MARCUS  
COMMISSIONER SHELLEY VANA  
COMMISSIONER STEVEN L. ABRAMS  
COMMISSIONER JESS R. SANTAMARIA  
COMMISSIONER ADDIE L. GREENE

The Chairman thereupon declared the resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

PALM BEACH COUNTY, a political  
subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

By: Robert Anthony Wolf  
Director

PREPARED BY AND RETURN TO:  
TED A. SIMMONS, PROPERTY SPECIALIST  
PALM BEACH COUNTY  
PROPERTY & REAL ESTATE MANAGEMENT DIVISION  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

PCN: a portion of 00-43-46-04-00-001-0030  
Closing Date: \_\_\_\_\_  
Purchase Price: \$17,836.00

## COUNTY DEED

This COUNTY DEED, made \_\_\_\_\_, by PALM BEACH COUNTY, a political subdivision of the State of Florida, whose legal mailing address is 301 North Olive Avenue, West Palm Beach, Florida, 33401-4791, "County", and SOUTHERN HOMES OF PALM BEACH, LLC, a Florida limited liability company, whose legal mailing address is 12895 SW 132 Street, Suite 200, Miami, FL 33186, "Grantee".

### WITNESSETH:

That County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

See Exhibit "A" attached hereto and made a part hereof.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths ( $\frac{3}{4}$ ) interest in, and title in and to an undivided three-fourths ( $\frac{3}{4}$ ) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half ( $\frac{1}{2}$ ) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include, and County hereby expressly releases, any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

**ATTEST:**

**SHARON R. BOCK  
CLERK & COMPTROLLER**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairman

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

By: \_\_\_\_\_  
Assistant County Attorney

G:\Property Mgmt Section\Dispositions\Boynton canal 01-2005\Southern Homes II\County Deed.001.docx

## EXHIBIT "A" CANAL ACQUISITION

### NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER WHOSE SIGNATURE APPEARS BELOW.
2. APPLICABLE PLATTED EASEMENTS HAVE BEEN SHOWN.
3. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. BEARINGS SHOWN ARE BASED UPON THE PLAT OF "WATERSIDE VILLAGE P.U.D." WITH THE EAST LINE OF LOT 46 BEARING N05°26'06"E.
5. THIS IS NOT A SURVEY
6. ABBREVIATIONS: P.A.E. = PEDESTRIAN ACCESS EASEMENT; L.A.E. = LIMITED ACCESS EASEMENT; P.O.C. = POINT OF COMMENCEMENT; P.O.B. = POINT OF BEGINNING; O.R.B. = OFFICIAL RECORDS BOOK; P.B. = PLAT BOOK



### DESCRIPTION:

A PORTION OF THE UNNAMED CANAL LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 46, "WATERSIDE VILLAGE P.U.D.", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 106, PAGES 195 THROUGH 196 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N05°26'06"E, ALONG THE EAST LINE OF SAID LOT 46, A DISTANCE OF 11.72 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 18053, PAGE 1147 OF SAID PUBLIC RECORDS; THENCE CONTINUE N05°26'06"E, ALONG THE SAID EAST LINE OF LOT 46 AND ALONG THE EAST LINE OF LOTS 47, 48, AND TRACT A OF SAID PLAT ENTITLED "WATERSIDE VILLAGE P.U.D." A DISTANCE OF 70.90 FEET; THENCE N89°18'46"E, ALONG A LINE THAT IS THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 51 OF SAID PLAT, A DISTANCE OF 4.74 FEET; THENCE S02°39'42"E, 70.54 FEET TO A POINT ON THE NORTH LINE OF AFORESAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 18053, PAGE 1147; THENCE S89°18'46"W, ALONG SAID NORTH LINE, 14.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA, CONTAINING 686 SQUARE FEET (0.02 ACRES), MORE OR LESS.

### CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION ON OCTOBER 7, 2008.

KATHLEEN L. HALL, P.L.S.  
FLORIDA REGISTRATION NO. 4103

KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE N  
BOCA RATON, FL. 33487  
TEL.(561) 443-0426 FAX.(561) 443-0429  
FLORIDA L.B. #6555

REV.: 12/23/08  
REV.: 10/9/08  
REV.: 10/9/08  
DATE: 10/7/08  
SHEET 1 OF 2  
JOB NO.: 367B

TRACT A

49 50 51 52 53

N89°18'46"E 4.74'

5' L.A.E.

5' L.A.E.

WESTERLY EXTENSION S. LINE LOT 51

CANAL

EXISTING SEAWALL CAP

S02°39'42"E 70.54'

N 05°26'06" E

6' L.A.E.

P.O.B. N.W. CORNER PROPERTY PER O.R.B. 18053/1147

TRACT A

P.O.C. S.E. CORNER LOT 46 "WATERSIDE VILLAGE P.U.D." (P.B.106/195-196)

N05°26'06"E 11.72'

14.73' S89°18'46"W

N.LINE PROPERTY PER O.R.B.18053/1147)

EXISTING 3 STORY BUILDING 71

6' LINE LOTS 46, 47, 48 "WATERSIDE VILLAGE P.U.D."

48 47 46

26 27

North Arrow

5499 N. FEDERAL HIGHWAY, SUITE N  
BOCA RATON, FL. 33487  
TEL.(561) 443-0426 FAX.(561) 443-0429  
FLORIDA L.B. #6555

SHEET 2 OF 2  
JOB NO.: 3678

PREPARED BY/RETURN TO:  
Eleanor Halperin, Esq.  
1601 Forum Place, Suite 300  
West Palm Beach, Florida 33401-8102

#### CANAL EASEMENT

THIS CANAL EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2009, by PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County") whose address is 2633 Vista Parkway, West Palm Beach, Florida 33411, in favor of SOUTHERN HOMES OF PALM BEACH, LLC, a Florida limited liability company, 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida 33186, (hereinafter referred to as the "Grantee").

WHEREAS, County is the owner of a residential canal adjacent to the municipal boundaries of the City of Boynton Beach which is only accessible to the upland landowners adjacent to the County's canal; and

WHEREAS, Grantee owns the property legally described in Exhibit "A" attached hereto and incorporated herein, (the "Grantee Property") which property is upland to the water of the County's canal and Grantee is desirous of installing docks and boat slips in the County's canal; and

WHEREAS, Grantee has requested the County grant a canal easement to allow for the installation of docks, boat slips, mooring pilings and related facilities and the County is willing to grant such easement subject to certain terms, conditions and restrictions.

NOW, THEREFORE, in consideration of the premises and the covenants and the considerations contained herein, the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County hereby grants Grantee an easement as hereinafter set forth:

1. RECITALS. The foregoing recitals are true and correct in all respects and incorporated herein.

2. GRANT OF EASEMENT. County hereby grants unto Grantee an exclusive easement over a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Canal Easement") to allow Grantee to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, and inspect a seawall, dock, boat slips, boat lifts, mooring piles and appurtenant facilities and equipment (collectively the "Docks") in, on, over, under and across the Canal Easement.

3. MAINTENANCE OF DOCKS, EQUIPMENT, AND FACILITIES. Grantee shall be solely responsible for and shall maintain the Docks in, on, over, under and across the Canal Easement in good condition and repair, all at the sole cost and expense of Grantee. Grantee shall not permit dangerous, illegal or unhealthy conditions to exist within the Canal Easement or to otherwise permit a situation to exist with respect thereto which will damage or prevent, limit or impair the use of the remainder of the County's canal adjacent to the Canal Easement and shall promptly restore the Docks in the event the Docks are damaged by casualty. County shall have no responsibility whatsoever to maintain the canal or any improvements thereto.

4. DURATION OF EASEMENT. The foregoing Canal Easement shall be an easement appurtenant to the Grantee Property and shall inure to the benefit of and shall burden the Grantee, its successors and assigns and run with the land in perpetuity.

5. ADDITIONAL CONDITIONS.

(a) The Docks shall be constructed generally in the configuration shown on Exhibit "C" attached hereto and made a part hereof (the "Dock Plans"), and must be designed and constructed to provide for the boats to dock parallel "side to" and not perpendicular to each designated boat slip. Grantee shall obtain from all necessary governmental entities, including, without limitation, the City of Boynton Beach, written approval of all plans relating to construction of any improvement within the Easement Premises prior to commencement of construction thereof. Grantee shall diligently perform all work hereunder to completion. Any improvements constructed pursuant to this Canal Easement shall be constructed at Grantee's sole cost and expense within the confines of the Canal Easement in accordance with the approved plans and all permits related thereto and applicable statutes, codes, rules, regulations, and ordinances, shall be diligently pursued to completion, and shall be maintained in a presentable fashion.

(b) Grantee's use and enjoyment of and interest in the property subject to this Canal Easement is and shall be strictly limited to that specifically granted herein. In no event shall any improvements, including, without limitation, the mooring piles for any boat slip be installed outside of the Canal Easement.

(c) Grantee shall comply with all applicable governmental regulations and requirements pertaining to the installation of the Docks and shall remain in compliance with all existing permits (or continue be found exempt from the same), issued by South Florida Water Management District; United States Department of the Interior; and the Department of the Army.

#### 6. INDEMNIFICATION.

Grantee, its successors and assigns shall indemnify, defend and hold the County harmless from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of exercise of the rights granted hereby by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Canal Easement of in connection with the use or operation of the Canal Easement.

7. INSURANCE. Grantee and/or Grantee's contractors shall maintain, on a primary basis and at its sole expense, at all times during the life of this Canal Easement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Grantee and/or Grantee's contractors is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Grantee and/or Grantee's contractors under this Canal Easement.

(a) Commercial General Liability. Grantee shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis. The amount of the insurance required hereby shall be increased every ten (10) years by the increase in the Consumer Price Index over such ten (10) year period.

(b) Worker's Compensation Insurance & Employers Liability. Grantee and/or Grantee's contractors shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. Coverage shall include an endorsement for U.S. Longshoremen's & Harbor Workers Act (WC 00 01 06 A) when activities or operations involve work on or contiguous to navigable bodies of U.S. waterways and ways adjoining, or vessels. Coverage shall be provided on a primary basis

(c) Additional Insured. Grantee and/or Grantee's contractors shall cause the County to be named as an Additional Insured with a CG026 Additional Insured – Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents". Coverage shall be provided on a primary basis.

(d) Watercraft Liability. Grantee's contractors shall provide Watercraft Liability, or equivalent Protection & Indemnity coverage, which shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured. This coverage requirement may also be satisfied via endorsement to the Grantee's contractors' Commercial General Liability policy with a "CG 24 12 Boats" endorsement or similar endorsement.

(e) Certificate of Insurance. Certificate(s) of Insurance evidencing such insurance coverages shall be provided to County prior to the commencement of any work pursuant to this Canal Easement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage.

#### 8. ASSIGNMENT.

(a) Exclusive use of each boat slip, boat lift and mooring piles may be granted to owners of lots in the Waterside at Boynton Community provided such use is subject to this Canal Easement and all applicable government permits and regulations pertaining to the Docks.

(b) This Canal Easement may be assigned without the prior written consent of the County to the Waterside at Boynton Homeowner's Association, Inc., provided that said homeowner's association assumes all obligations of this Canal Easement in a properly recorded Assignment and Assumption of Canal Easement in the form attached hereto as Exhibit "D" and made a part hereof.

(c) Except as defined in (a) and (b) above, this Canal Easement may not be assigned without the prior written consent of the County.

9. EXTINGUISHED BY ABANDONMENT. If the Grantee, its successor or assigns, shall ever cease to use the Canal Easement granted hereby for more than two (2) years, this Canal Easement shall be deemed abandon and shall automatically terminate.

10. LIENS. Neither County's nor Grantee's interest in the Canal Easement, shall be subject to liens arising from Grantee's use of the Canal Easement, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the premise subject to this Canal Easement to be discharged or transferred to bond.

11. NO DEDICATION. The grant of easement contained herein is for the use and benefit of Grantee, its successors, and assigns and is not intended and shall not be construed as a dedication to the public of any portion of the property subject to this Canal Easement for public use.

12. REMEDIES. In the event Grantee fails or refuses to perform any term, covenant, or condition of this Canal Easement for which a specific remedy is not set forth in this Canal Easement, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief if Grantee fails to cure the default within thirty (30) days of receipt of written notice of said default.

13. SUBJECT TO MATTERS OF RECORD. This Canal Easement is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the property subject to this Canal Easement, and all other easements, restrictions, conditions, encumbrances and other matters of record.

14. MISCELLANEOUS.

(a) This Canal Easement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Canal Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

(b) No party shall be considered the author of this Canal Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms and provisions of this Canal Easement shall not be more strictly construed against either party. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Canal Easement and the same shall remain in full force and effect.

(c) The parties hereto have executed this Canal Easement on the date and year set forth hereinabove by its duly authorized officers or representatives appearing below. Grantee has joined in this Canal Easement for purposes of acknowledging their assumption of the Grantee's obligations and indemnification provisions contained herein.

IN WITNESS WHEREOF, the parties have executed this Canal Easement on the date set forth hereinbove.

Signed in the presence of:

  
(Signature)

Jay R. Leon  
(Print name of witness)

  
(Signature)

Esther C. Gutierrez  
(Print name of witness)

GRANTEE:

SOUTHERN HOMES OF PALM BEACH, LLC  
BY: SOUTHERN HOMES OF BROWARD, INC.,  
A Florida Corporation, its Managing Member

By:   
(Signature)

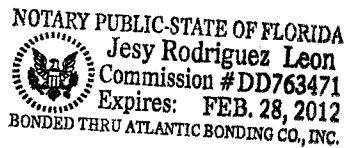
Hector Garcia  
(Print Signatory's Name)

Its: CEO  
(Title)

[Acknowledgment and signatures continue on page 4]

STATE OF Florida ]  
COUNTY OF Miami-Dade ] SS:

The foregoing instrument was acknowledged before me this 12 day of March, 2009, by Hector Garcia, as the CEO of Southern Homes of Broward, Inc., a Florida corporation, Managing Member of Southern Homes of Palm Beach, LLC, a Florida limited liability company, who is personally known to me OR who produces \_\_\_\_\_ as identification and who did/did not take an oath.



Jesy Rodriguez Leon  
Notary Public

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

ATTEST:  
SHARON R. BOCK, CLERK AND  
COMPTROLLER

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: Rett Anthony Wolf  
Department Director

**EXHIBIT "A"**  
**GRANTEE PROPERTY**

Waterside Village P.U.D. according to the plat thereof as recorded in Plat Book 106,  
pages 195-196 of the Public Records of Palm Beach County, Florida.

## PROPOSED CANAL EASEMENT

## NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER WHOSE SIGNATURE APPEARS BELOW.
2. APPLICABLE PLATTED EASEMENTS HAVE BEEN SHOWN.
3. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. BEARINGS SHOWN ARE BASED UPON THE PLAT OF "WATERSIDE VILLAGE P.U.D." WITH THE EAST LINE OF SAID PLAT BEARING S05°26'06"W
5. THIS IS NOT A SURVEY
6. ABBREVIATIONS: P.A.E. = PEDESTRIAN ACCESS EASEMENT; L.A.E. = LIMITED ACCESS EASEMENT; P.O.C. = POINT OF COMMENCEMENT; P.O.B. = POINT OF BEGINNING; O.R.B. = OFFICIAL RECORDS BOOK; P.B. = PLAT BOOK; WLY. = WESTERLY; RW = RIGHT-OF-WAY



## DESCRIPTION:

A PORTION OF THE UNNAMED CANAL LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, DESCRIBED AS FOLLOWS:

BEGINNING SOUTHEAST CORNER OF TRACT B, "WATERSIDE VILLAGE P.U.D.", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 106, PAGES 195 THROUGH 196 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S05°26'06"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY AS DEPICTED ON SAID PLAT, A DISTANCE OF 20.11 FEET; THENCE S89°18'46"W, ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE PLAT LIMIT LINE OF SAID PLAT, A DISTANCE OF 393.42 FEET; THENCE S02°39'42"E, 30.59 FEET; THENCE S89°18'46"W, 13.01 FEET; THENCE S02°39'42"E, 10.21 FEET; THENCE S89°18'46"W, 6.00 FEET; THENCE N02°39'42"W, 60.81 FEET TO A POINT ON A LINE BEING THE WESTERLY EXTENSION OF AFORESAID PLAT LIMITS OF "WATERSIDE VILLAGE P.U.D."; THENCE N89°18'46"E, ALONG SAID EXTENSION LINE AND ALONG SAID PLAT LIMIT LINE, A DISTANCE OF 415.26 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA, CONTAINING 8,919 SQUARE FEET (0.20ACRES), MORE OR LESS.

## CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION ON OCTOBER 7, 2008.

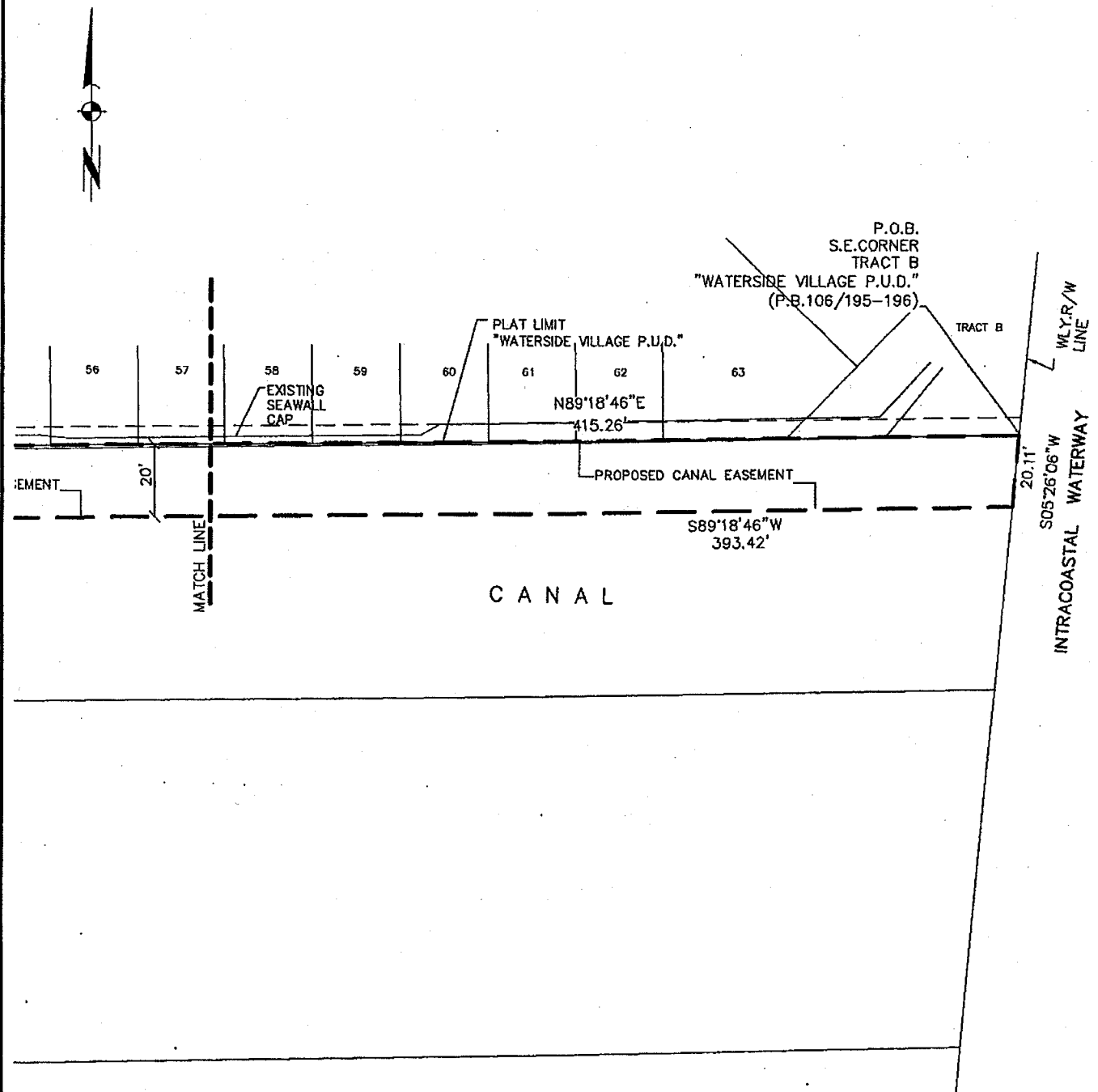
KATHLEEN L. HALL, P.L.S.  
FLORIDA REGISTRATION NO. 4103

## KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE N  
BOCA RATON, FL. 33487  
TEL.(561) 443-0426 FAX.(561) 443-0429  
FLORIDA L.B. #6555

REV.: 12/23/08  
REV.: 11/3/08  
REV.: 10/9/08  
DATE: 10/7/08  
SHEET 1 OF 3  
JOB NO.: 3678

# PROPOSED CANAL EASEMENT



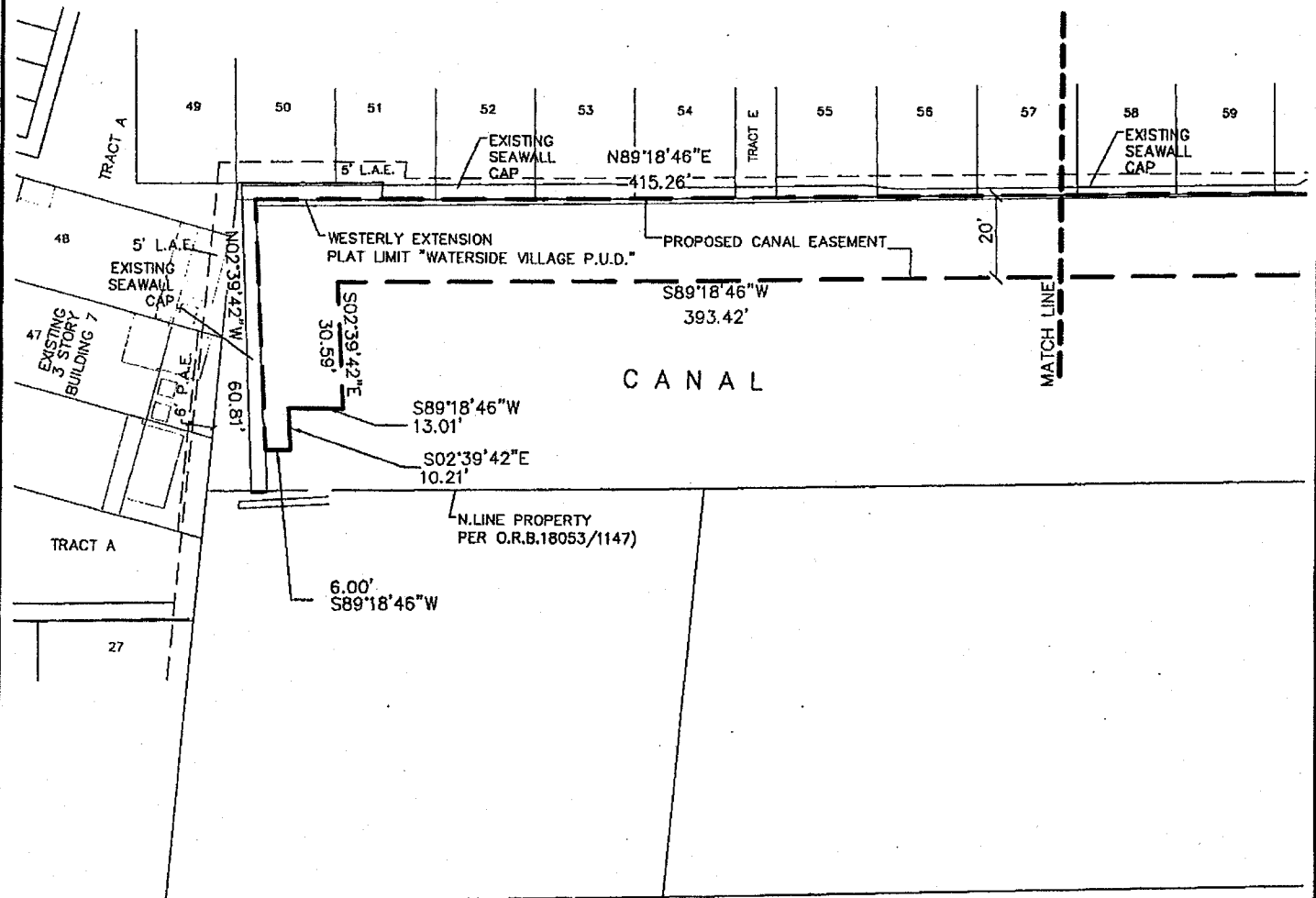
KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE N  
BOCA RATON, FL. 33487  
TEL.(561) 443-0426 FAX.(561) 443-0429  
FLORIDA L.B. #6555

SCALE: 1" = 40'

SHEET 2 OF 3  
JOB NO.: 3678

# PROPOSED CANAL EASEMENT



KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE N

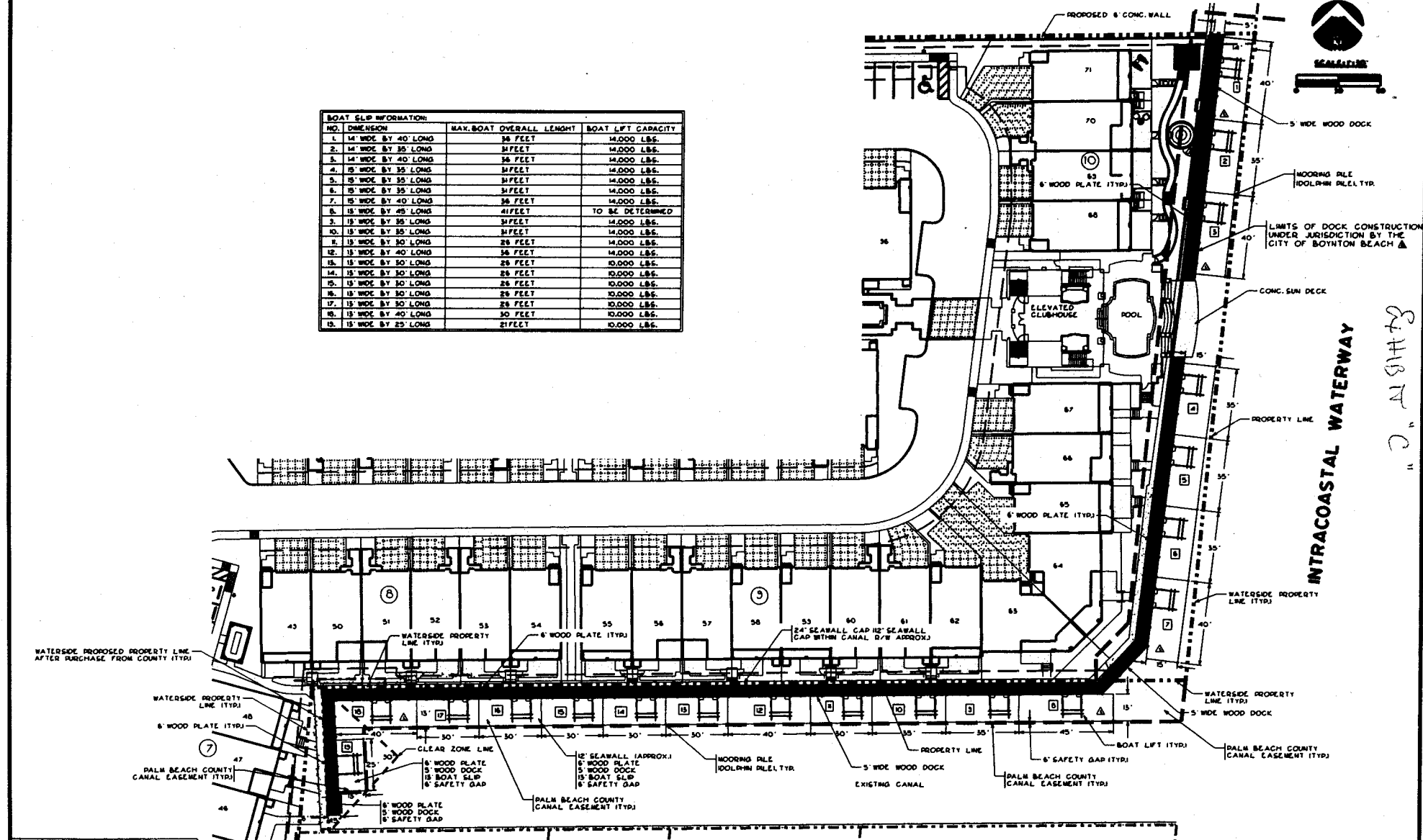
BOCA RATON, FL. 33487

TEL.(561) 443-0426 FAX.(561) 443-0429  
FLORIDA L.B. #6555

SCALE: 1" = 40'

SHEET 3 OF 3  
JOB NO.: 3678

BOAT SLIP INFORMATION:		
NO.	DIMENSION	MAX. BOAT OVERALL LENGTH
1.	14' WIDE BY 40' LONG	36 FEET
2.	14' WIDE BY 35' LONG	31 FEET
3.	14' WIDE BY 40' LONG	36 FEET
4.	15' WIDE BY 35' LONG	31 FEET
5.	15' WIDE BY 35' LONG	31 FEET
6.	15' WIDE BY 35' LONG	31 FEET
7.	15' WIDE BY 40' LONG	36 FEET
8.	15' WIDE BY 45' LONG	41 FEET
9.	15' WIDE BY 35' LONG	31 FEET
10.	15' WIDE BY 35' LONG	31 FEET
11.	15' WIDE BY 30' LONG	26 FEET
12.	15' WIDE BY 40' LONG	36 FEET
13.	15' WIDE BY 50' LONG	46 FEET
14.	15' WIDE BY 50' LONG	46 FEET
15.	15' WIDE BY 50' LONG	46 FEET
16.	15' WIDE BY 50' LONG	46 FEET
17.	15' WIDE BY 50' LONG	46 FEET
18.	15' WIDE BY 40' LONG	36 FEET
19.	15' WIDE BY 25' LONG	21 FEET
		BOAT LFT CAPACITY
		14,000 LBS.
		14,000 LBS.
		14,000 LBS.
		14,000 LBS.
		14,000 LBS.
		14,000 LBS.
		14,000 LBS.
		TO BE DETERMINED
		14,000 LBS.
		14,000 LBS.
		10,000 LBS.
		10,000 LBS.
		10,000 LBS.
		10,000 LBS.
		10,000 LBS.
		10,000 LBS.



DESIGNED BY: CARLOS J. BALLBE DRAWN BY: CARLOS J. BALLBE CHECKED BY: CARLOS J. BALLBE DATE: 2/08	<b>DEVELOPMENT CONSULTING GROUP, INC.</b> Consulting Engineers 12855 S.W. 132nd Street, Suite 206 Miami, Florida 33186 (305) 253-1970 Phone / (305) 253-0897 Fax / Authorization No. EB-26426	APPROVED BY: CARLOS J. BALLBE REGISTERED ENGINEER NUMBER: 258 STATE OF FLORIDA	<b>BOAT SLIP LAYOUT PLAN</b> <b>WATERSIDE</b> S.M. COMMUNITIES	PROJECT NUMBER: <b>22-03-53</b> SHEET NUMBER: <b>1 OF 1</b>
---	---	--	--	--

Exhibit "D"

Prepared by and return to:

**ASSIGNMENT AND ASSUMPTION OF CANAL EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

THIS ASSIGNMENT AND ASSUMPTION, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SOUTHERN HOMES OF PALM BEACH LLC, a Florida limited liability company, 12895 SW 132<sup>nd</sup> Street, Suite 200, Miami, Florida, (hereinafter referred to as "Assignor"), and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to as "Assignee").

**WITNESSETH:**

FOR VALUE RECEIVED, the Assignor hereby grants, transfers, releases, sets over, quit-claims, conveys and assigns all of the right, title and interest of the Assignor in and to that certain Canal Easement by and between Assignor and Palm Beach County, dated \_\_\_\_\_, 2009 and recorded in Official Records Book \_\_\_\_\_, page \_\_\_\_\_ of the Public Records of Palm Beach County, Florida.

The Assignee shall be substituted in the full place and stead of the Assignor as the Plaintiff or Defendant in any and all litigation which may arise as a result of the claims arising from acts or omissions following the date of this Assignment which the Assignor may have, if any.

The Assignee, by execution of this instrument, hereby accepts and agrees to assume all of Assignor's obligations of Grantee under the terms of the Canal Easement and agrees further to hold harmless and indemnify the Assignor for Assignee's breach of same subsequent to the date of this Assignment and Assumption.

IN WITNESS WHEREOF, the Assignor has hereunto caused these presents to be signed in its name and by its proper officer, the said Assignee has hereunto set its hand and seal as of the day and year first written.

Signed, sealed and delivered  
In the presence of:

ASSIGNOR:  
SOUTHERN HOMES OF PALM BEACH LLC, a Florida  
limited liability company

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Managing Member

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ ]  
COUNTY OF \_\_\_\_\_ ]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ the \_\_\_\_\_ President of SOUTHERN HOMES OF PALM BEACH LLC, who is personally known to me OR who produces \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Signature continued on page 2

ASSIGNEE

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ ]  
COUNTY OF \_\_\_\_\_ ]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ the \_\_\_\_\_ President of \_\_\_\_\_, who is personally known to me OR who produces \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

**BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY  
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, HECTOR GARCIA, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the CEO (title) of Southern Homes of Broward, Inc., a Florida corporation, the Managing Member of Southern Homes of Palm Beach, LLC, a Florida limited liability company, (the "Buyer"). Buyer is the purchaser of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 12895 S.W. 132 Street, Suite #200, Miami, Florida 33186

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Buyer and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.


5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its sale of the property.

FURTHER AFFIANT SAYETH NAUGHT.

Hector Garcia, Affiant  
Hector Garcia as CEO, Southern Homes of Broward, Inc., a Florida corporation, Managing Member of Southern Homes of Palm Beach, LLC, a Florida limited liability company.

The foregoing instrument was sworn to, subscribed and acknowledged before me this 12 day of March, 2009, by, Hector Garcia as CEO of Southern Homes of Broward, Inc., a Florida corporation, Managing Member of Southern Homes of Palm Beach, LLC, a Florida limited liability company, [ ☒ ] who is personally known to me or [ ☐ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC-STATE OF FLORIDA  
 Jesy Rodriguez Leon  
Commission #DD763471  
Expires: FEB. 28, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

Jesy Rodriguez Leon  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT # 1**

## PROPOSED CANAL ACQUISITION

## NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER WHOSE SIGNATURE APPEARS BELOW.
2. APPLICABLE PLATTED EASEMENTS HAVE BEEN SHOWN.
3. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
4. BEARINGS SHOWN ARE BASED UPON THE PLAT OF "WATERSIDE VILLAGE P.U.D." WITH THE EAST LINE OF LOT 46 BEARING N05°26'06"E.
5. THIS IS NOT A SURVEY
6. ABBREVIATIONS: P.A.E. = PEDESTRIAN ACCESS EASEMENT; L.A.E. = LIMITED ACCESS EASEMENT; P.O.C. = POINT OF COMMENCEMENT; P.O.B. = POINT OF BEGINNING; O.R.B. = OFFICIAL RECORDS BOOK; P.B. = PLAT BOOK



## DESCRIPTION:

A PORTION OF THE UNNAMED CANAL LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 46, "WATERSIDE VILLAGE P.U.D.", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 106, PAGES 195 THROUGH 196 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N05°26'06"E, ALONG THE EAST LINE OF SAID LOT 46, A DISTANCE OF 11.72 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 18053, PAGE 1147 OF SAID PUBLIC RECORDS; THENCE CONTINUE N05°26'06"E, ALONG THE SAID EAST LINE OF LOT 46 AND ALONG THE EAST LINE OF LOTS 47, 48, AND TRACT A OF SAID PLAT ENTITLED "WATERSIDE VILLAGE P.U.D." A DISTANCE OF 70.90 FEET; THENCE N89°18'46"E, ALONG A LINE THAT IS THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 51 OF SAID PLAT, A DISTANCE OF 4.74 FEET; THENCE S02°39'42"E, 70.54 FEET TO A POINT ON THE NORTH LINE OF AFORESAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 18053, PAGE 1147; THENCE S89°18'46"W, ALONG SAID NORTH LINE, 14.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN PALM BEACH COUNTY, FLORIDA, CONTAINING 686 SQUARE FEET (0.02 ACRES), MORE OR LESS.

## CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION ON OCTOBER 7, 2008.

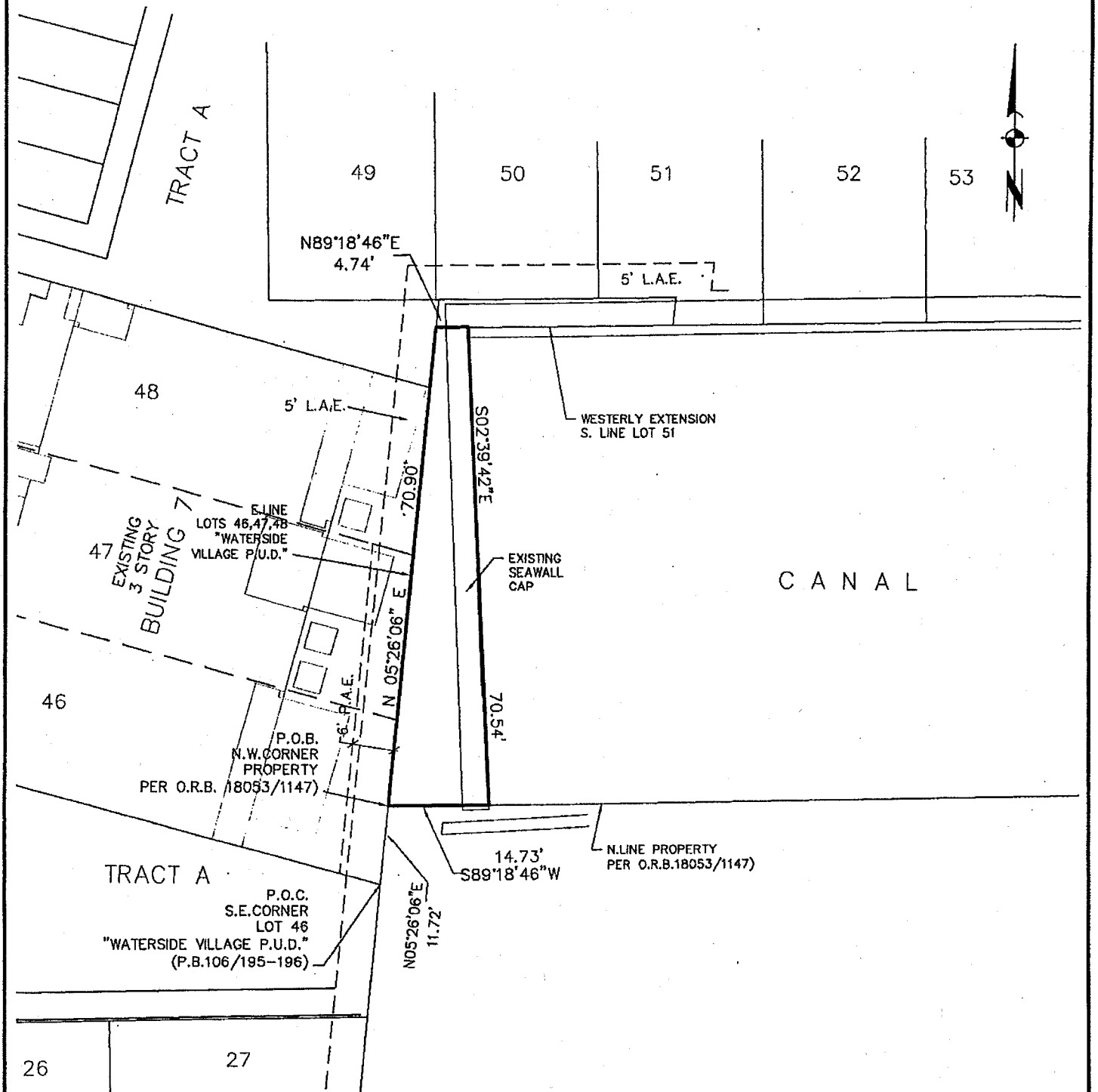
KATHLEEN L. HALL, P.L.S.  
FLORIDA REGISTRATION NO. 4103

## KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE N  
BOCA RATON, FL. 33487  
TEL.(561) 443-0426 FAX.(561) 443-0429  
FLORIDA L.B. #6555

REV.: 12/23/08  
REV.: 10/9/08  
REV.: 10/9/08  
DATE: 10/7/08  
SHEET 1 OF 2  
JOB NO.: 3678

# PROPOSED CANAL ACQUISITION



KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. FEDERAL HIGHWAY, SUITE N  
BOCA RATON, FL. 33487  
TEL.(561) 443-0426 FAX.(561) 443-0429  
FLORIDA L.B. #6555

SCALE: 1" = 20'

SHEET 2 OF 2  
JOB NO.: 3678

# EXHIBIT "B"

## SCHEDULE TO BENEFICIAL INTERESTS IN SOUTHERN HOMES OF PALM BEACH (Buyer)

Buyer is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Buyer must identify individual owners. If, by way of example, Buyer is wholly or partially owned by another entity, such as a corporation, Buyer must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
<b>Southern Builders of South Florida, Inc.</b>	12895 SW 132 <sup>nd</sup> Street, Suite 100 Miami, Florida 33186	45%
Owners:	Hector Garcia Revocable Trust 50% Clara E. Garcia (wife) - 100% Beneficiary	
	Gerardo L. Aguirre Revocable Trust 50% Liliana M. Aguirre (wife) - 100% Beneficiary	
<b>DH Funds, LLC.</b>	2742 Biscayne Blvd. Miami, Florida 33137	16.25%
Owners:	David Hanono Zonana 50% Isaac Cherem Dabbah 50%	
<b>IJS International, LLC</b>	2742 Biscayne Blvd. Miami, Florida 33137	16.25%
Owners:	Salomon Cherem Dabbah 50% Jose Cherem Dabbah 50%	

**AFFIDAVIT OF LIMITED LIABILITY COMPANY**

STATE OF FLORIDA

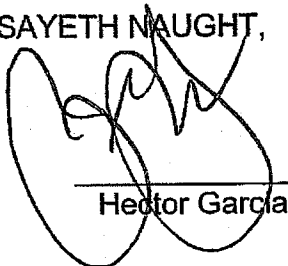
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Chief Executive Officer of Southern Homes of Broward Inc., a Florida corporation, as Manager of Southern Homes of Palm Beach LLC, a limited liability company organized and existing under the laws of the State of Florida (the "Company").
2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.
3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
4. The company is a manager managed limited liability company.
5. The undersigned is the Chief Executive Officer of the sole managing member of the Company.
6. The undersigned has the right and authority to enter into that certain Canal Easement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Canal Easement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Canal Easement.
7. Upon execution, delivery and recordation of the Canal Easement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

- 9 The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

  
Hector Garcia

SWORN TO AND SUBSCRIBED before me on this 23 day of March, 2009 by Hector Garcia Chief Executive Officer of Southern Homes of Broward Inc., a Florida corporation, as Manager of Southern Homes of Palm Beach LLC, a limited liability company on behalf of the Company who is personally known to me OR who produced \_\_\_\_\_, as identification and who did take an oath.

NOTARY PUBLIC-STATE OF FLORIDA  
Jesy Rodriguez Leon  
Commission #DD763471  
Expires: FEB. 28, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

  
Notary Signature

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC

State of \_\_\_\_\_ at large

My Commission Expires:

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No Events

No Name History

 Entity Name Search

## Detail by Entity Name

### Florida Profit Corporation

SOUTHERN HOMES OF BROWARD, INC.

### Filing Information

Document Number P98000080085.

FEI Number 650955972

Date Filed 09/16/1998

State FL

Status ACTIVE

### Principal Address

12895 SW 132 STREET  
SUITE 200  
MIAMI FL 33186

Changed 04/03/2008

### Mailing Address

12895 SW 132 STREET  
SUITE 200  
MIAMI FL 33186

Changed 04/03/2008

### Registered Agent Name & Address

GARCIA, WILLIAM  
12895 SW 132 STREET  
SUITE 100  
MIAMI FL 33186 US

Name Changed: 04/03/2008

Address Changed: 04/03/2008

### Officer/Director Detail

#### Name & Address

Title DP

AQUIRRE, GERARDO L  
12895 SW 132 STREET, #200  
MIAMI FL 33186

Title DCEO

GARCIA, HECTOR  
12895 SW 132 STREET, #200  
MIAMI FL 33186

Title ST

PEREDO, MICHAEL  
12895 SW 132 STREET, #200  
MIAMI FL 33186

### Annual Reports

#### Report Year Filed Date

2006 03/28/2006

2007 02/26/2007

## Document Images

04/03/2008 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
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10/18/1999 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
09/16/1998 -- Domestic Profit	<a href="#">View image in PDF format</a>

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**No Events** **No Name History**

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No Events

No Name History

 Entity Name Search

## Detail by Entity Name

### Florida Limited Liability Company

SOUTHERN HOMES OF PALM BEACH, LLC

#### Filing Information

Document Number L02000014498

FEI Number 020618397

Date Filed 06/11/2002

State FL

Status ACTIVE

#### Principal Address

12895 SW 132 STREET  
SUITE 200  
MIAMI FL 33186 .

Changed 03/20/2008

#### Mailing Address

12895 SW 132 STREET  
SUITE 200  
MIAMI FL 33186

Changed 03/20/2008

#### Registered Agent Name & Address

GARCIA, WILLIAM  
12895 SW 132 STREET  
SUITE 200  
MIAMI FL 33186 US

Name Changed: 03/20/2008

Address Changed: 03/20/2008

#### Manager/Member Detail

##### Name & Address

Title MGR

SOUTHERN HOMES OF BROWARD, INC.  
12895 SW 132 STREET, #200  
MIAMI FL 33186

#### Annual Reports

##### Report Year Filed Date

2006 03/30/2006

2007 02/26/2007

2008 03/20/2008

#### Document Images

03/20/2008 -- ANNUAL REPORT

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03/30/2006 -- ANNUAL REPORT

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04/11/2005 -- ANNUAL REPORT

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04/29/2004 -- ANNUAL REPORT

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04/30/2003 -- ANNUAL REPORT

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06/11/2002 -- Florida Limited Liabilites

[View image in PDF format](#)

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No Name History

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**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
03/23/2009

## PRODUCER

Wachovia Insurance Serv-BRK  
8600 NW 17th Street, Suite 110  
Miami, FL 33126.THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

## INSURED

Southern Homes of Miami, Inc.  
12895 SW 132nd Street  
Miami, FL 33186-0000

INSURER A: Mid-Continent Insurance Company

23418

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING  
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR  
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH  
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	04GL000716455	05/20/08	05/20/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*\* Supplemental Name \*\*


Southern Homes of Miami, Inc.  
Blue Palms Developments, LLC  
Southern Homes of Broward, Inc.  
(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Palm Beach County, a political  
subdivision of the State of FL  
Attn: County Administrator  
301 North Olive Ave  
West Palm Beach, FL 33401SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL  
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## DESCRIPTIONS (Continued from Page 1)

Southern Homes of Broward IX, Inc.  
 Southern Homes of Broward X, LLC  
 Southern Homes of Broward XI, Inc.  
 Southern Homes of Broward XII, Inc.  
 Casa Del Sol, LLC  
 Southern Homes of Coconut Creek, LLC  
 Southern Homes of Davie, LLC  
 Southern Homes of Davie II, LLC  
 Southern Homes of Davie IV, LLC  
 Southern Homes of Davie V, LLC  
 Southern Commerce Park at Doral, LLC  
 Southern Homes of Estero, LLC  
 Southern Homes of Estero II, LLC  
 First Mortgage Financial Group Corp.  
 Southern Homes of Fort Myers, LLC  
 Southern Homes of Fort Myers IV, LLC  
 Southern Homes of Fort Myers V, LLC  
 Southern Homes of Hendry, LLC  
 Southern Homes of Hendry II, LLC  
 Southern Homes Holding Group, LLC  
 Southern Homes Commercial, LLC  
 Southern Homes Land Development, Inc.  
 Southern Homes Land Group, LLC  
 Southern Homes, LLC  
 Southern Homes Management, LLC  
 Southern Homes Residential Group, LLC  
 Southern Homes of Homestead, LLC  
 Southern Homes of Homestead II, LLC  
 Southern Homes of Homestead IV, Inc.  
 Southern Homes of Homestead VIII, Inc.  
 Southern Builders at Lakeside, LLC  
 Southern Builders at Lakeside II, LLC  
 Southern Offices at Lakeside, LLC  
 Southern Land Development at Mayfair, Inc.  
 Southern Homes of Lynnwood, LLC  
 Mayfair Isles, LLC  
 Southern Homes of Melbourne, LLC  
 Southern Homes of Melbourne II, LLC  
 Melbourne Management Services, LLC  
 Southern Homes of Miami, Inc.  
 Southern Homes of Miami II, Inc.  
 Morris Town 148, LLC  
 \* Southern Homes of Palm Beach, LLC  
 Southern Homes of Palm Beach II, LLC  
 Southern Homes of Palm Beach III, LLC  
 Southern Homes of Palm Beach IV, LLC  
 Southern Homes of Palm Beach V, LLC  
 Premier Financial Group, LLC  
 Premier Financial Sources Group, LLC  
 Southern Professional Centre, LLC  
 Southern Professional Offices, LLC  
 Southern Construction & Design, Inc.  
 Southern Construction & Design Group, Inc.  
 Southern International Properties  
 Southern Architectural Group  
 Southern Builders of South Florida, Inc.  
 Tri-County Developers, LLC  
 U.S. Trees for Less, LLC

## DESCRIPTIONS (Continued from Page 1)

Southern Homes West Coast Investments, LLC  
Bellagio Clubhouse at Vizcaya  
Clubhouse at Escada, LLC  
Clubhouse at Village Walk, LLC  
Mainstreet Clubhouse, LLC  
Insured Multiple Names: Southern Homes of Melbourne III LLC

<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 12/10/2008
PRODUCER Dealer Risk Services, Inc. 1101 North Congress Avenue Ste 201 Boynton Beach FL 33426		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Boca Dock & Seawall, Inc Atlantic Deck & Boatlift Inc. 4500 Oak Circle, Bldg B Suite 3 Boca Raton FL 33431	INSURERS AFFORDING COVERAGE INSURER A: Maryland Casualty INSURER B: Progressive INSURER C: RLI Insurance Co. INSURER D: INSURER E:	NAIC #

COVERAGES								
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
C		GENERAL LIABILITY	MLP0200094	10/15/08	10/15/09	EACH OCCURRENCE	\$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000	
		PERSONAL & ADV INJURY				\$ 1,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:		GENERAL AGGREGATE	\$ 2,000,000					
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PRODUCTS - COMP/OP AGG	\$ 1,000,000					
B		AUTOMOBILE LIABILITY	03629426-2	07/21/08	07/21/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 300,000	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
		<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
NON-OWNED AUTOS								
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
		EXCESS/UMBRELLA LIABILITY				AGG	\$	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$	
DEDUCTIBLE		AGGREGATE	\$					
RETENTION \$			\$					
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	002999441	06/08/08	06/08/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 100,000	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100,000	
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000	
C		Protection & Indemnity	MLP0200094	10/15/08	10/15/09	CSL	\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Workers Compensation Includes USL&H coverage.
Coverage shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured.
Waterside Project

CERTIFICATE HOLDER	CANCELLATION
Southern Homes of Palm Beach LLC 12895 SW 132 Street  Miami, FL 33186	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE