

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: June 2, 2009

Consent  
 Workshop

Regular  
 Public Hearing

**Department**

Submitted By: Environmental Resources Management  
Submitted For: Environmental Resources Management

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Corrective Deed of Conservation Easement, which corrects omissions in an existing Conservation Easement held by Palm Beach County.

**Summary:** Old Gate Subdivision is a small, four-lot subdivision bordering the Intracoastal Waterway just south of Donald Ross Road. The Corrective Deed of Conservation Easement allows minor trimming of existing mangroves as necessary for docks as may be authorized by state or federal permitting authorities. Unincorporated (JB)

**Background and Justification:** Through both the County and State permitting processes, the builder was required to place a conservation easement over the mangrove-fringed shoreline as reasonable assurance that the mangroves would be preserved as the property was developed for residential use. Two conservation easements were recorded; one for the County and one for the State. The easement recorded for the State makes reference to a state permit which allows for limited trimming of mangroves as necessary to place private, residential docks. The easement recorded for the County does not allow for trimming of mangrove branches. As the requested trimming is minor and is not contrary to the intent of the easement and allows the lot owners reasonable use of the shoreline for a dock, ERM staff recommend replacing the existing easement with this corrective easement. The Corrective Deed of Conservation Easement allows limited trimming as necessary for docks as may be authorized by state or federal permitting authorities.

**Attachments:**

1. Corrective Deed of Conservation Easement
2. Recorded Conservation Easement

Recommended by: Robt. Minis 5/20/09  
Department Director Date

Approved by: J. Baker 5/28/09  
County Administrator 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	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>*_____</b>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_ No x

Budget Account No.: Fund \_\_\_ Department \_\_\_ Unit \_\_\_ Object \_\_\_

Reporting Category \_\_\_\_\_

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

\* No fiscal impact associated with this item

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

**III. REVIEW COMMENTS**

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

*[Signature]* 5/26/09  
 OFMB *[Stamp]* 5/19/09

*[Signature]* 5/28/09  
 Contract Development and Control

**B. Legal Sufficiency:**

*[Signature]* 5/28/09  
 Assistant County Attorney

**C. Other Department Review:**

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

**CORRECTIVE DEED OF CONSERVATION EASEMENT**

THIS CORRECTIVE DEED OF CONSERVATION EASEMENT is given this 13<sup>th</sup> day of May, 2009, by Wilson Homes, LLC, a Florida Limited Liability Company, having an address at 407 Commerce Way, Suite 3A, Jupiter, Florida 33458 ("Grantor") to Palm Beach County, Florida ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

**THIS INSTRUMENT IS BEING RECORDED TO ENSURE CONSISTENCY WITH THE CONSERVATION EASEMENT HELD BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT OVER THE SAME PROPERTY AND CORRECTS AND SUPERCEDES THE COUNTY'S EXISTING CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORD BOOK 17559, PAGE 427 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA WHICH IS HEREBY TERMINATED AND OF NO FURTHER FORCE OR EFFECT.**

WITNESSETH

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

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

WHEREAS, District Standard General Permit No. 50-06360-P ("Permit") authorizes certain activities which affect surface waters in or of the State of Florida; and

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

WHEREAS, the Grantor, in consideration of the consent granted by the Permit by the District, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (1997), over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of the conservation easement shall be as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. It is the purpose of this conservation easement to retain land or water areas in their

natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the conservation easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

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

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

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

3. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, and except with respect to the construction and maintenance of dock/pier structures as permitted by the Army Corps. Of Engineers and/or other appropriate governmental body, the following activities are prohibited in or on the Property:

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

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

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

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

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

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

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

h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

4. **Passive Recreational Facilities.** Grantor reserves all rights as owner of the Property,

including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with any District rule, criteria, the Permit, and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this conservation easement may be permitted upon written approval by the District.

a. The Grantor may conduct limited land clearing for the purpose of constructing such, pervious facilities as docks, boardwalks or mulched walking trails.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. This conservation easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, District or local permitting requirements.

5. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

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

7. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

8. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by the respective parties to this conservation easement.

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

10. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.

11. If any provision of this conservation easement or the application thereof to any person or

circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

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

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

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

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of his conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, WILSON HOMES, LLC has hereunto set its authorized hand this 13 day of May, 2009.

Signed, sealed and delivered in our presence as witnesses:

Tina L. Arce  
Print Name TINA L. ARCE

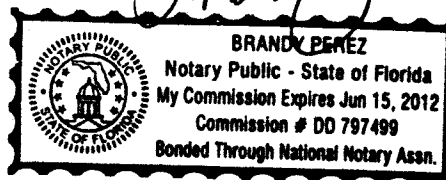
By: M. Kernaghan  
Print Name: MIKE KERNAGHAN  
Title: MANAGER

Rick Goodpaster  
Print Name Rick Goodpaster

STATE OF FLORIDA  
COUNTY OF PALM BEACH

On this 13 day of May, 2009, before me, the undersigned notary public, personally appeared Michael Kernaghan personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath, as the manager of WILSON HOMES, LLC, a Florida Limited Liability Company, and acknowledged that he executed the same on behalf of said Corporation. He is personally known to me.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

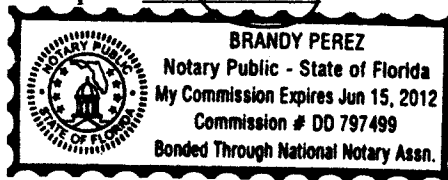


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B. Perez  
Notary Public  
B. Perez  
Print Name  
My Commission Expires:

APPROVED BY THE PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ON

COUNTY ATTORNEY OR DESIGNEE



**EXHIBIT "A"**

**Legal Descriptions and Sketches for Conservation Areas**



EXHIBIT "A"

OLD GATE SUBDIVISION  
CONSERVATION EASEMENT  
(WETLAND #1 & #2)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER (SW1/4) OF THE  
NORTHEAST QUARTER (NE1/4) OF SECTION 29, TOWNSHIP 41 SOUTH,  
RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCED FROM THE SOUTHEAST CORNER OF LOT 4, CASAS DE  
MARBELLA, AS RECORDED IN PLAT BOOK 65, PAGES 28 AND 29, PUBLIC  
RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S16°15'53"E ALONG  
A LINE PARALLEL TO AND 75.99 FEET EAST OF THE WEST RIGHT OF WAY  
LINE OF THE INTRACOASTAL WATERWAY AS RECORDED IN PLAT BOOK 17,  
PAGE 7, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (BEARING  
BASIS FOR THIS DESCRIPTION), 57.31 FEET TO THE POINT OF BEGINNING;  
THENCE S30°28'33"W, 20.82 FEET; THENCE N55°16'17"W, 23.64 FEET;  
THENCE N82°04'24"W, 39.15 FEET; THENCE S47°57'31"W, 21.14 FEET;  
THENCE S04°30'15"W, 29.30 FEET; THENCE S29°27'31"E, 41.92 FEET;  
THENCE S03°29'05"W, 21.70 FEET; THENCE S13°40'35"W, 43.03 FEET;  
THENCE S09°02'51"E, 33.25 FEET; THENCE S17°37'18"E, 33.51 FEET;  
THENCE S23°08'04"E, 37.87 FEET; THENCE S32°11'06"E, 31.83 FEET;  
THENCE N57°48'43"E, 20.52 FEET; THENCE N65°28'46", 31.83 FEET;  
THENCE N57°59'45"E, 36.36 FEET; THENCE N56°30'12"E, 7.71 FEET;  
THENCE S17°47'51"E, 8.26 FEET; THENCE S37°27'54"E, 14.56 FEET;  
THENCE S25°48'04"E, 14.44 FEET; THENCE S14°54'40"E, 11.56 FEET;  
THENCE S10°21'32"E, 13.37 FEET; THENCE S09°46'51"W, 3.90 FEET;  
THENCE S07°39'52"E, 16.33 FEET; THENCE S82°54'14"W, 11.39 FEET;  
THENCE N63°00'42"W, 12.20 FEET; THENCE N30°03'17"W, 10.28 FEET;  
THENCE N29°05'51"W, 5.54 FEET; THENCE N23°19'16"W, 19.40 FEET;  
THENCE N75°24'55"W, 14.66 FEET; THENCE S56°00'12"W, 27.68 FEET;  
THENCE S22°06'54"W, 32.28 FEET; THENCE N74°24'32"E, 15.14 FEET;  
THENCE S88°53'01"E, 17.38 FEET; THENCE N79°20'11"E, 13.94 FEET;  
THENCE S65°31'13"E, 26.67 FEET; THENCE S76°27'34"E, 8.22 FEET TO THE  
INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF  
THE PLAT OF HOPE ACRES, AS RECORDED IN PLAT BOOK 26, PAGE 209,  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S88°02'57"E  
ALONG SAID EASTERLY EXTENSION, 26.00 FEET TO THE INTERSECTION  
WITH SAID LINE BEING 75.99 FEET EAST OF AND PARALLEL TO THE WEST  
RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE  
N16°15'53"W ALONG SAID LINE, 382.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.661 ACRES, MORE OR LESS.

**DAILEY**  
AND ASSOCIATES, INC.  
SURVEYING & MAPPING  
112 N. U.S. HIGHWAY No. 1  
TEQUESTA, FLORIDA 33488  
PHONE: (561) 746-8424  
BUSINESS LICENSE: LB 2799

DATE: 12/29/2003

SHEET 1 OF 2

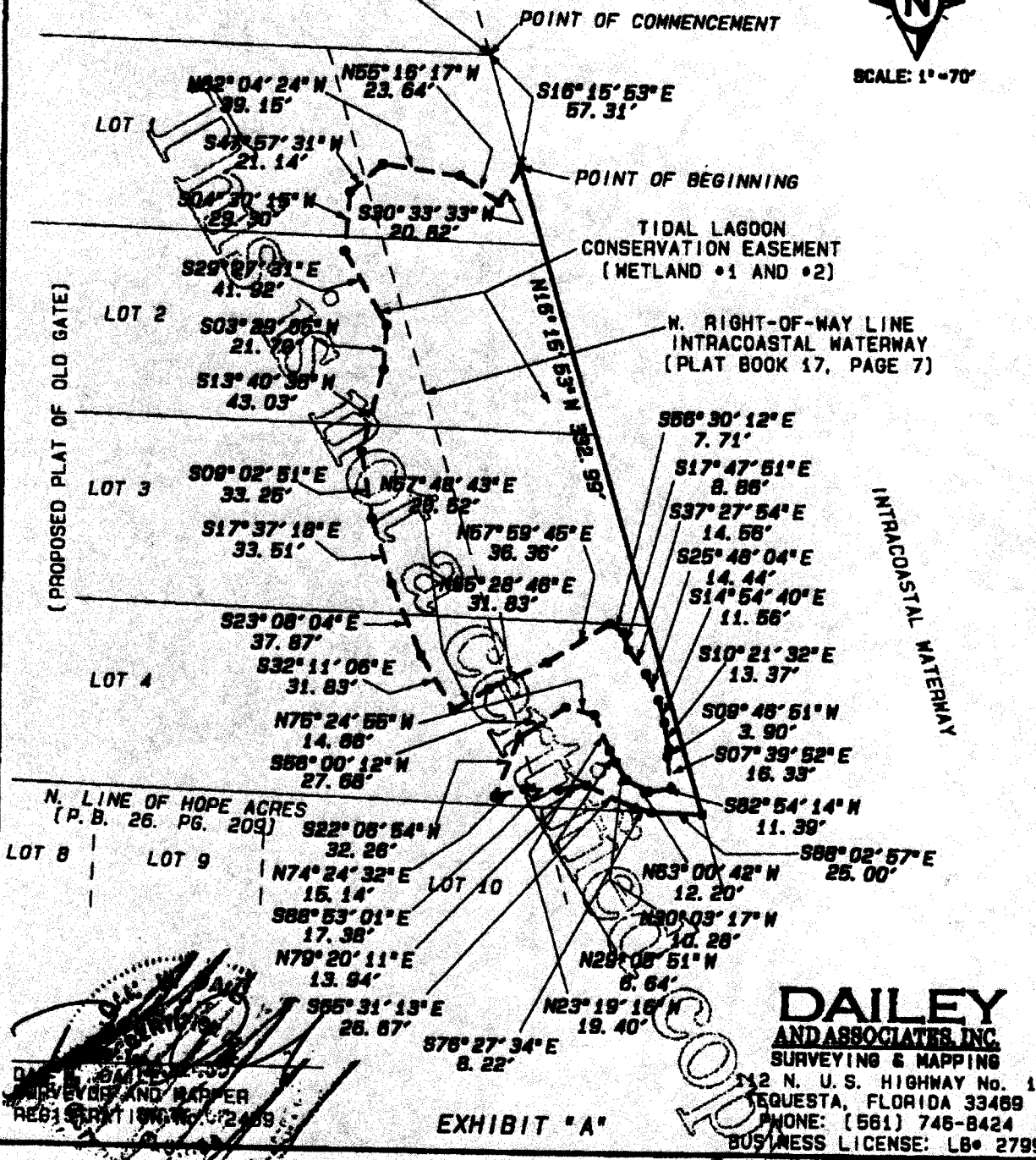
JOB NO.: 88-457PL

**SKETCH OF LEGAL DESCRIPTION  
(THIS IS NOT A SURVEY)**

SE CORNER OF LOT 4,  
CASAS DE MARBELLA,  
(PLAT BOOK 65, PAGES 28 & 29)



SCALE: 1"=70'



**DAILEY**  
AND ASSOCIATES, INC.  
SURVEYING & MAPPING  
112 N. U.S. HIGHWAY No. 1  
SEQUESTA, FLORIDA 33469  
PHONE: (561) 746-8424  
BUSINESS LICENSE: LB# 2799

EXHIBIT "A"

DATE: 12/26/2003

SHEET 2 OF 2

JOB NO.: 88-457PL

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EXHIBIT "A"

OLD GATE SUBDIVISION  
CONSERVATION EASEMENT  
(WETLAND #3)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER (SW1/4) OF THE  
NORTHEAST QUARTER (NE1/4) OF SECTION 29, TOWNSHIP 41 SOUTH,  
RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM THE NORTHWEST CORNER OF LOT 1, HOPE ACRES, AS  
RECORDED IN PLAT BOOK 26, PAGE 208, PUBLIC RECORDS OF PALM BEACH  
COUNTY, FLORIDA; THENCE S88°02'57"E ALONG THE NORTH LINE OF SAID  
HOPE ACRES; (BEARING BASIS FOR THIS DESCRIPTION), 10.00 FEET TO THE  
POINT OF BEGINNING; THENCE N01°26'03"E ALONG A LINE PARALLEL TO  
THE EAST RIGHT OF WAY LINE OF PROSPERITY FARMS ROAD, 226.61 FEET;  
THENCE N46°28'03"E, 41.21 FEET; THENCE S88°33'57"E, 82.63 FEET TO THE  
POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST,  
HAVING A RADIUS OF 90.00 FEET; THENCE EASTERLY ALONG SAID CURVE,  
THROUGH A CENTRAL ANGLE OF 36°07'25", A DISTANCE OF 56.74 FEET TO  
THE POINT OF TANGENCY OF SAID CURVE; THENCE S62°26'32"E, 48.03 FEET  
TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST,  
HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHEASTERLY ALONG SAID  
CURVE, THROUGH A CENTRAL ANGLE OF 5°30'19", A DISTANCE OF 20.18  
FEET TO THE POINT OF TANGENCY OF SAID CURVE;  
THENCE S57°56'51"E, 178.20 FEET; THENCE S20°26'41"E, 30.78 FEET;  
THENCE S36°03'36"E, 39.26 FEET; THENCE S45°07'19"E, 24.89 FEET;  
THENCE S73°27'32"E, 31.66 FEET; THENCE S14°27'45"E, 28.60 FEET TO THE  
INTERSECTION WITH SAID NORTH LINE OF HOPE ACRES; THENCE  
N88°02'57"W ALONG SAID NORTH LINE, 465.52 FEET TO THE POINT OF  
BEGINNING.

CONTAINING 1.891 ACRES, MORE OR LESS.

**DAILEY**  
AND ASSOCIATES, INC.  
SURVEYING & MAPPING  
112 N. U.S. HIGHWAY No. 1  
TEQUESTA, FLORIDA 33468  
PHONE: (561) 748-8424  
BUSINESS LICENSE: LB-2798

DATE: 12/28/2003

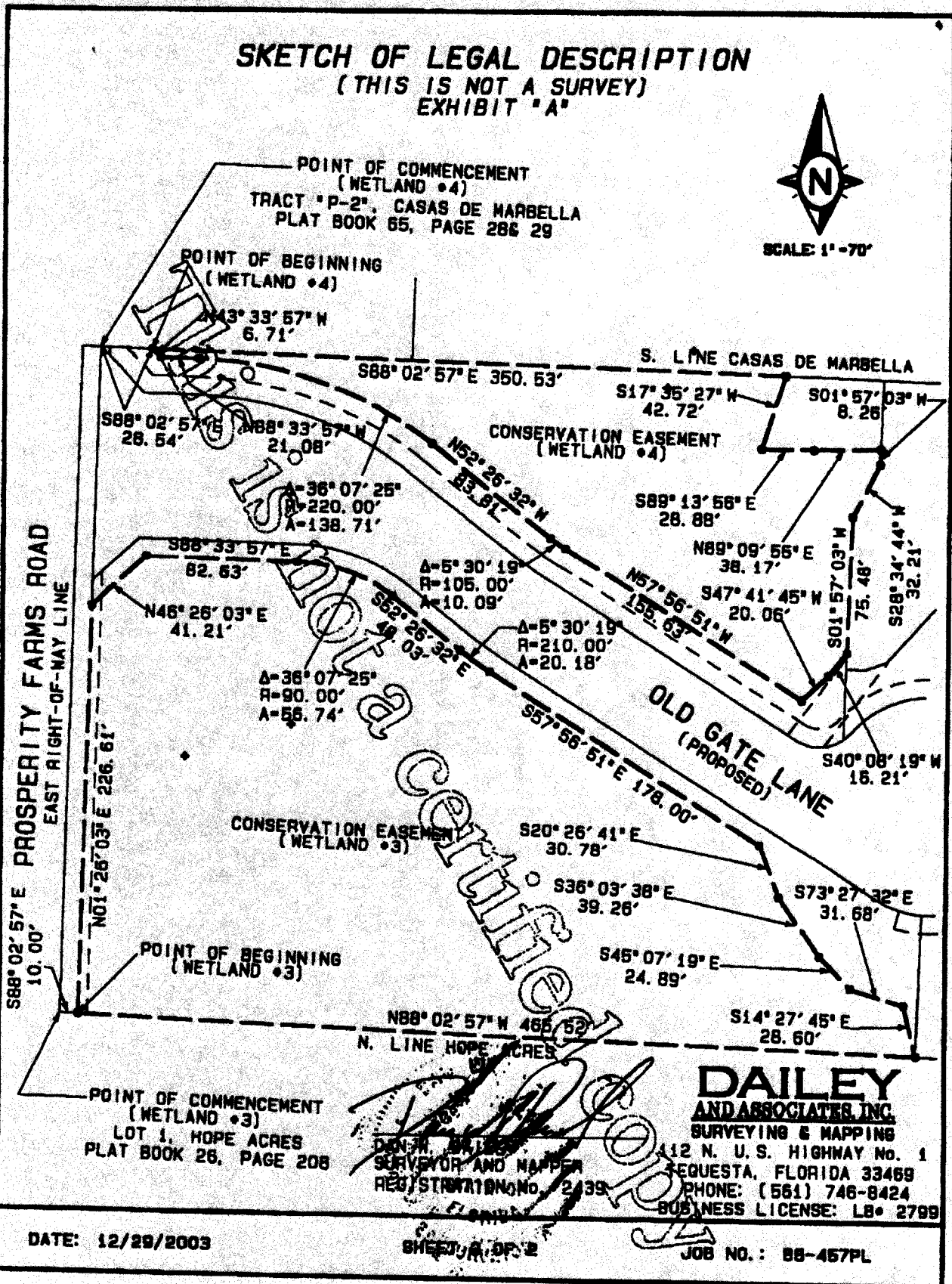
SHEET 1 OF 2

JOB NO.: 88-457PL

**SKETCH OF LEGAL DESCRIPTION  
(THIS IS NOT A SURVEY)  
EXHIBIT "A"**



SCALE: 1" = 70'



POINT OF COMMENCEMENT  
(WETLAND #3)  
LOT 1, HOPE ACRES  
PLAT BOOK 26, PAGE 208

DAILEY  
AND ASSOCIATES, INC.  
SURVEYING & MAPPING  
112 N. U.S. HIGHWAY No. 1  
SEQUESTA, FLORIDA 33469  
PHONE: (561) 746-8424  
BUSINESS LICENSE: LB# 2799

DATE: 12/29/2003

SHEET # OF 2

JOB NO.: 88-457PL

12

EXHIBIT "A"

OLD GATE SUBDIVISION  
CONSERVATION EASEMENT  
(WETLAND #4)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER (SW1/4) OF THE  
NORTHEAST QUARTER (NE1/4) OF SECTION 29, TOWNSHIP 41 SOUTH,  
RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM THE SOUTHWEST CORNER OF TRACT "P-2", CASAS DE  
MARBELLA, AS RECORDED IN PLAT BOOK 65, PAGES 28 AND 29, PUBLIC  
RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S88°02'57"E ALONG  
THE SOUTH LINE OF SAID CASAS DE MARBELLA (BEARING BASIS FOR THIS  
DESCRIPTION), 20.54 FEET TO THE POINT OF BEGINNING; THENCE  
CONTINUE S88°02'57"E ALONG SAID SOUTH LINE, 350.53 FEET;  
THENCE S17°35'27"W, 42.72 FEET; THENCE S89°13'56"E, 28.88 FEET;  
THENCE N89°09'53"E, 38.17 FEET; THENCE S01°57'03"W, 8.26 FEET;  
THENCE S28°34'44"W, 32.21 FEET; THENCE S01°57'03"W, 75.48 FEET;  
THENCE S40°08'19"W, 18.21 FEET; THENCE S47°41'45"W, 20.06 FEET;  
THENCE N57°56'51"W, 155.63 FEET TO THE POINT OF CURVATURE OF A  
CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 105.00 FEET;  
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL  
ANGLE OF 5°30'19", 10.09 FEET TO THE POINT OF TANGENCY OF SAID  
CURVE; THENCE N52°26'32"W, 83.81 FEET TO THE POINT OF CURVATURE OF  
A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 220.00  
FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A  
CENTRAL ANGLE OF 36°07'25", 138.71 FEET TO THE POINT OF TANGENCY OF  
SAID CURVE; THENCE N88°33'57"W, 21.08 FEET; THENCE N43°33'57"W, 6.71  
FEET TO THE POINT OF BEGINNING.

CONTAINING 0.669 ACRES, MORE OR LESS.

**DAILEY**  
AND ASSOCIATES, INC.  
SURVEYING & MAPPING  
112 N. U. S. HIGHWAY No. 1  
TEQUESTA, FLORIDA 33489  
PHONE: (561) 748-8484  
BUSINESS LICENSE: LB-2789

DATE: 12/29/2003

SHEET 1 OF 2

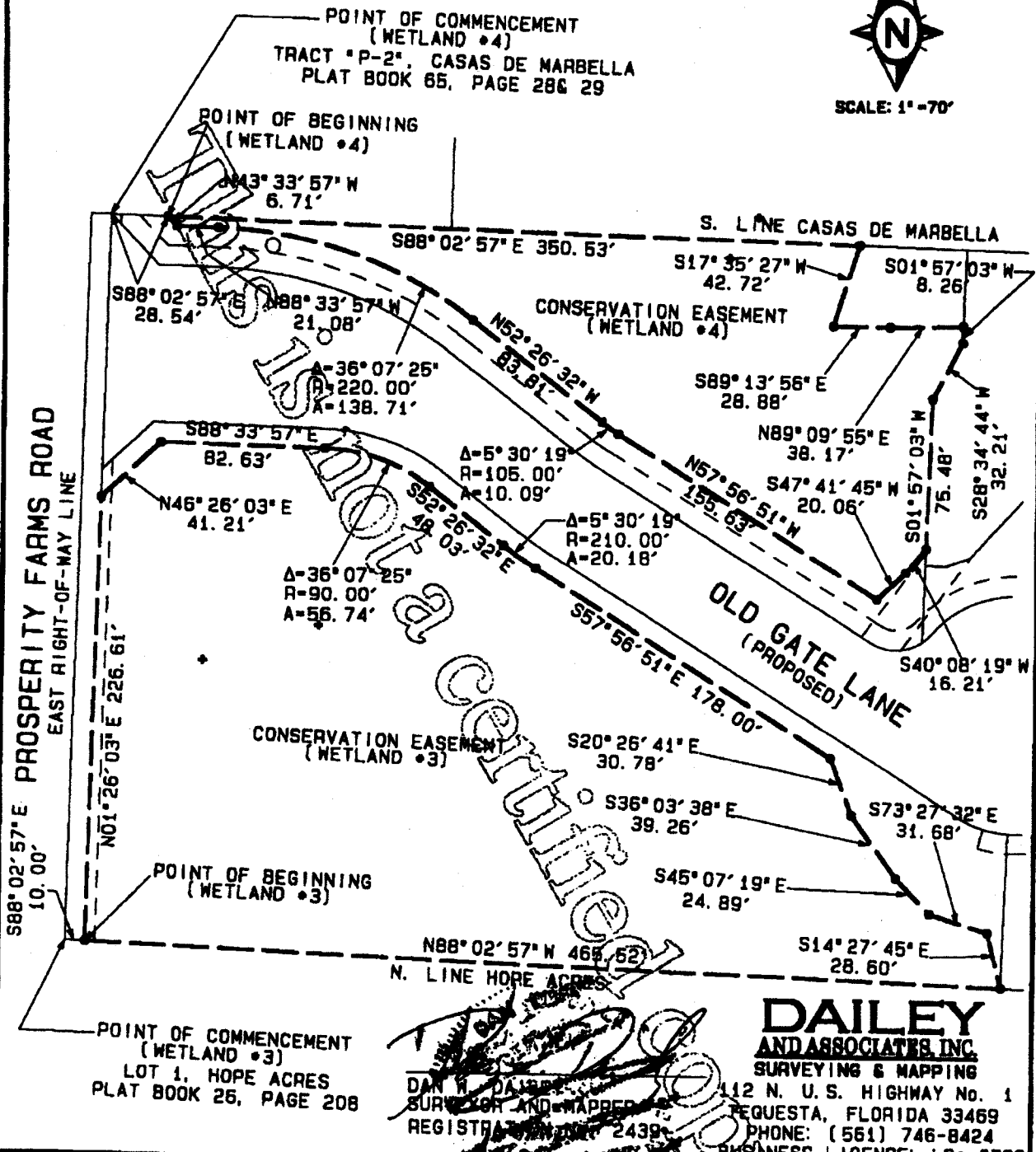
JOB NO.: 88-487PL

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**SKETCH OF LEGAL DESCRIPTION**  
 (THIS IS NOT A SURVEY)  
 EXHIBIT "A"



SCALE: 1"=70'



**DAILEY**  
 AND ASSOCIATES, INC.  
 SURVEYING & MAPPING  
 DAN W. DAILEY  
 SURVEYOR AND MAPPER  
 REGISTRATION NO. 2439

**DAILEY**  
 AND ASSOCIATES, INC.  
 SURVEYING & MAPPING  
 112 N. U.S. HIGHWAY No. 1  
 REQUESTA, FLORIDA 33469  
 PHONE: (561) 746-8424  
 BUSINESS LICENSE: LB 2799

DATE: 12/29/2003

SHEET 2 OF 2

JOB NO.: 88-467PL

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**AFFIDAVIT OF LIMITED LIABILITY COMPANY**

STATE OF FLORIDA

COUNTY OF PALM BEACH

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 Managing Member of Wilson Homes, LLC, a Florida limited liability company organized and existing under the laws of the State of Florida, having an address at 407 Commerce Way, Suite 3A, Jupiter, Florida 33458 (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 member managed limited liability company.

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

6. The undersigned has the right and authority to enter into that certain Corrective Conservation Easement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Easement"), which is attached hereto, and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Easement.

7. Upon execution, delivery and recordation of the 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.

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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,

M. Kernaghan  
as Managing Member

SWORN TO AND SUBSCRIBED before me on this 13 day of May, 2009, by Michael Kernaghan, Managing Member of Wilson Homes, LLC, a Florida 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.

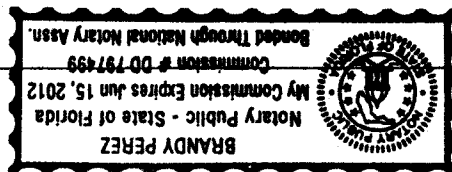
B. Perez  
Notary Signature

B. Perez  
Print Notary Name

NOTARY PUBLIC

State of FL at large

My Commission Expires:





Attachment 2

Return to: (enclose self-addressed stamped envelope)

MICHAEL KERJAAHAN  
ASST COMMERCIAL LAW #11A  
JUPITER FLA. 33458



CFN 20040548459  
OR BK 17559 PG 0427  
RECORDED 09/23/2004 13:44:07  
Palm Beach County, Florida  
Dorothy H Wilken, Clerk of Court

CONSERVATION EASEMENT

The undersigned, Wm. R. Dugan, Jr. (Grantor) has for good and valuable consideration, the receipt of which is hereby acknowledged, granted Palm Beach County (Grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Palm Beach County, Florida, as set forth in the legal description attached hereto as Exhibit A (the "Property").

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the Property will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, which shall mean that the following activities are prohibited on the Property, except with respect to the construction and maintenance of dock/pier structures as permitted by the Army Corps. of Engineers and/or other appropriate governmental body:

1. Construction or placement of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal, destruction, cutting, trimming, mowing, alteration, or biocide spraying of trees, shrubs, or other vegetation, with the exception of removal of nuisance and exotic plant species as may be required or permitted by law, ordinance, or other government approval;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in any manner which affects the surface or sub-surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water uses; and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the Property in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the maintenance of the Property in the natural vegetative and hydrologic conditions as exist at the time of execution of this Conservation Easement. The Conservation Easement hereby granted and the obligation to retain and maintain the Property forever, predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

Venue for any actions in connection with this Conservation Easement shall be in Palm Beach County Florida. The prevailing party shall be entitled to recover reasonable attorney's fees and costs in the trial and

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appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions as required and stated in this Conservation Easement, if the prevailing party is the Grantee. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes, or Palm Beach County ordinance.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure by the Grantor to comply. This Conservation Easement expressly gives third-party and non-party to the easement the right and authority to enforce the terms of this easement as allowed in 704.06 Florida Statutes.

The Grantor hereby represents that the Grantor is seized of the Property in fee simple and has good right and title to grant and convey this Conservation Easement to the Grantee and that the Property is free and clear of any encumbrances except those appearing of record.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this

15<sup>th</sup> day of February 2004.

signed, and delivered in our presence of:

WITNESSES:

*Jana Shattuck*  
*Jana Shattuck*

Typed or Printed Name

*Dana K. Williams*  
*Dana K. Williams*

Typed or Printed Name

GRANTOR:

By *M. Kerimhan*  
*MIKE KERIMHAN*

Typed or Printed Name

*421 COMMERCIAL HWY #15A*  
Address  
*JUPITER, FLA. 33458*

ACKNOWLEDGEMENT

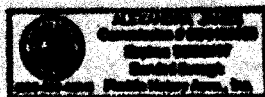
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of February, 2004, by *M. Kerimhan* (name of officer or agent), of *USA Bank* (name of corporation), a *USA* (State or place of incorporation) corporation, on behalf of the corporation which is personally known to me, introduced a valid driver license and (did/did not) take an oath.

(Seal)

*Alexandra Jones*  
Notary Public  
State of Florida

My Commission Expires: 3-23-07

Date: 2-18-04



18

**DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT is given this 16 day of FEBRUARY, 2006, by MIKE KERNAGHAN  
(address) 407 CAROLINE WAY, L.A. TAMPA, FLA 33613  
("Grantor") to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

**WITNESSETH**

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

WHEREAS, the Grantor desires to construct (name of project) Cold Spring ("Project") at a site in Polk County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. \_\_\_\_\_ ("Permit") authorizes certain activities which affect waters in or of the State of Florida; and

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

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (1997), over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

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The scope, nature, and character of this conservation easement shall be as follows:

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

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

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

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

2. Except for restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, and except with respect to the construction and maintenance of dock/pier structures as permitted by the Army Corps of Engineers and/or other appropriate governmental body, the following activities are prohibited in or on the Property:

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

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

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

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

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

Standard Passive Recreation form -- July, 2001

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

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

h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. **Passive Recreational Facilities.** Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with any District rule, criteria, the Permit, and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this conservation easement may be permitted upon written approval by the District.

a. The Grantor may conduct limited land clearing for the purpose of constructing such passive facilities as docks, piers, boardwalks, or mulched walking trails

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. This conservation easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, District, or local permitting requirements.

4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Property.

Standard Passive Recreation form - July, 2001

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6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

7. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by and recoverable against the non-prevailing party in such proceedings.

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

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

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

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

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

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

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of his conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement, and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

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IN WITNESS WHEREOF Wilson Homes, LLC has hereunto set its authorized hand this 18<sup>th</sup> day of February, 2004

Signed, sealed and delivered  
In our presence as witnesses:

[Signature]  
Print Name Jenna Fontangeles  
[Signature]  
Print Name Daniel N. Neverson, Jr

WILSON HOMES LLC  
A Florida Corporation  
By: [Signature]  
Print Name: MIKE KERRIGHAN  
Title: MANAGER

STATE OF FLORIDA

COUNTY OF Palm Beach.

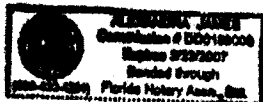
On this 18<sup>th</sup> day of February, 2004 before me, the undersigned notary public, personally appeared Mike Kerrigan, personally known to me to be the person who subscribed to the foregoing instrument and did/did not take an oath, as the (position) Manager of (corporation) Wilson Homes, LLC Florida corporation, and acknowledged that she/he executed the same on behalf of said corporation and that she/he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Alexander James  
Print Name:

My Commission Expires:



South Florida Water Management District  
Legal Form Approved: SFWMD - July, 2001.

PALM BEACH COUNTY - STATE OF FLORIDA  
I hereby certify that the foregoing is a true copy of the record in my office.  
This 23 Day of September, 2004  
DOROTHY H. WILKEN  
Clerk Circuit Court  
BY: [Signature]

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EXHIBIT "A"

OLD GATE SUBDIVISION  
CONSERVATION EASEMENT  
(WETLAND #1 & #2)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER (SW1/4) OF THE  
NORTHEAST QUARTER (NE1/4) OF SECTION 29, TOWNSHIP 41 SOUTH,  
RANGE 13 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM THE SOUTHEAST CORNER OF LOT 4, CASAS DE  
MARBELLA, AS RECORDED IN PLAT BOOK 65, PAGES 28 AND 29, PUBLIC  
RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S16°15'53"E ALONG  
A LINE PARALLEL TO AND 75.99 FEET EAST OF THE WEST RIGHT OF WAY  
LINE OF THE INTRACOASTAL WATERWAY AS RECORDED IN PLAT BOOK 17,  
PAGE 7, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (BEARING  
BASIS FOR THIS DESCRIPTION), 57.31 FEET TO THE POINT OF BEGINNING;  
THENCE S30°08'33"W, 20.82 FEET; THENCE N55°16'17"W, 23.64 FEET;  
THENCE N82°04'24"W, 39.15 FEET; THENCE S47°57'31"W, 21.14 FEET;  
THENCE S04°30'16"W, 29.30 FEET; THENCE S29°27'31"E, 41.92 FEET;  
THENCE S03°29'05"W, 21.70 FEET; THENCE S13°40'35"W, 43.03 FEET;  
THENCE S09°02'51"E, 33.25 FEET; THENCE S17°37'18"E, 33.51 FEET;  
THENCE S23°08'04"E, 37.87 FEET; THENCE S32°11'06"E, 31.83 FEET;  
THENCE N57°48'43"E, 20.62 FEET; THENCE N65°28'46", 31.83 FEET;  
THENCE N57°59'46"E, 36.36 FEET; THENCE N66°30'12"E, 7.71 FEET;  
THENCE S17°47'51"E, 8.86 FEET; THENCE S37°27'54"E, 14.56 FEET;  
THENCE S25°48'04"E, 14.44 FEET; THENCE S14°54'40"E, 11.56 FEET;  
THENCE S10°21'32"E, 13.37 FEET; THENCE S09°46'51"W, 3.90 FEET;  
THENCE S07°39'52"E, 15.33 FEET; THENCE S82°54'14"W, 11.39 FEET;  
THENCE N63°00'42"W, 15.20 FEET; THENCE N30°03'17"W, 10.28 FEET;  
THENCE N29°05'51"W, 6.64 FEET; THENCE N23°19'16"W, 19.40 FEET;  
THENCE N75°24'55"W, 14.66 FEET; THENCE S56°00'12"W, 27.68 FEET;  
THENCE S22°08'54"W, 32.28 FEET; THENCE N74°24'32"E, 15.14 FEET;  
THENCE S88°53'01"E, 17.38 FEET; THENCE N79°20'11"E, 13.94 FEET;  
THENCE S85°31'13"E, 26.82 FEET; THENCE S76°27'34"E, 8.22 FEET TO THE  
INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF  
THE PLAT OF HOPE ACRES, AS RECORDED IN PLAT BOOK 26, PAGE 209,  
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S88°02'57"E  
ALONG SAID EASTERLY EXTENSION, 25.00 FEET TO THE INTERSECTION  
WITH SAID LINE BEING 75.99 FEET EAST OF AND PARALLEL TO THE WEST  
RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE  
N16°15'53"W ALONG SAID LINE, 302.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.661 ACRES, MORE OR LESS.

**DAILEY**  
**AND ASSOCIATES, INC.**  
SURVEYING & MAPPING  
112 N. U.S. HIGHWAY No. 1  
TEQUESTA, FLORIDA 33469  
PHONE: (888) 746-8424  
BUSINESS LICENSE: LB- 2789

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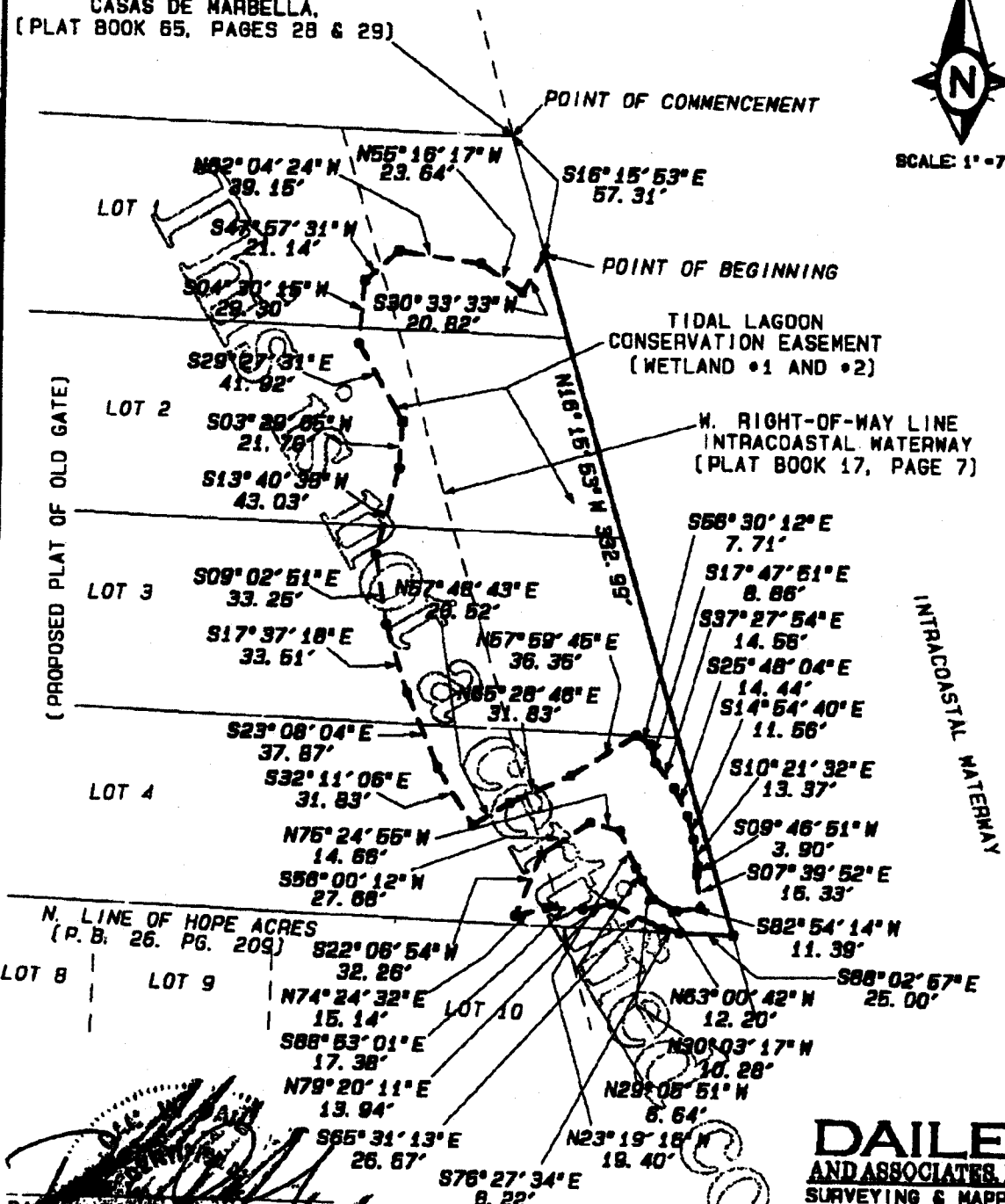


**SKETCH OF LEGAL DESCRIPTION  
(THIS IS NOT A SURVEY)**

SE CORNER OF LOT 4,  
CASAS DE MARBELLA,  
(PLAT BOOK 65, PAGES 28 & 29)



SCALE: 1"=70'



DAILEY  
SURVEYING AND MAPPING  
REGISTERED PROFESSIONAL SURVEYOR  
REGISTRATION NO. 2469

**DAILEY  
AND ASSOCIATES, INC.**  
SURVEYING & MAPPING  
12 N. U.S. HIGHWAY No. 1  
SEQUESTA, FLORIDA 33469  
PHONE: (561) 746-8424  
BUSINESS LICENSE: LB-2799

EXHIBIT "A"

DATE: 12/26/2003

SHEET 2 OF 2

JOB NO.: 88-457PL

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EXHIBIT 'A'

OLD GATE SUBDIVISION  
CONSERVATION EASEMENT  
(WETLAND #3)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER (SW1/4) OF THE  
NORTHEAST QUARTER (NE1/4) OF SECTION 29, TOWNSHIP 41 SOUTH,  
RANGE 45 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM THE NORTHWEST CORNER OF LOT 1, HOPE ACRES, AS  
RECORDED IN PLAT BOOK 26, PAGE 208, PUBLIC RECORDS OF PALM BEACH  
COUNTY, FLORIDA; THENCE S88° 02' 57" E ALONG THE NORTH LINE OF SAID  
HOPE ACRES; (BEARING BASIS FOR THIS DESCRIPTION), 10.00 FEET TO THE  
POINT OF BEGINNING; THENCE N01° 26' 03" E ALONG A LINE PARALLEL TO  
THE EAST RIGHT-OF-WAY LINE OF PROSPERITY FARMS ROAD, 226.61 FEET;  
THENCE N48° 28' 02" E, 41.21 FEET; THENCE S88° 33' 57" E, 82.63 FEET TO THE  
POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST,  
HAVING A RADIUS OF 90.00 FEET; THENCE EASTERLY ALONG SAID CURVE,  
THROUGH A CENTRAL ANGLE OF 36° 07' 25", A DISTANCE OF 56.74 FEET TO  
THE POINT OF TANGENCY OF SAID CURVE; THENCE S62° 26' 32" E, 48.03 FEET  
TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST,  
HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHEASTERLY ALONG SAID  
CURVE, THROUGH A CENTRAL ANGLE OF 5° 30' 19", A DISTANCE OF 20.18  
FEET TO THE POINT OF TANGENCY OF SAID CURVE;  
THENCE S57° 56' 51" E, 178.90 FEET; THENCE S20° 26' 41" E, 30.78 FEET;  
THENCE S36° 03' 38" E, 39.26 FEET; THENCE S45° 07' 19" E, 24.89 FEET;  
THENCE S73° 27' 32" E, 34.88 FEET; THENCE S14° 27' 45" E, 28.60 FEET TO THE  
INTERSECTION WITH SAID NORTH LINE OF HOPE ACRES; THENCE  
N88° 02' 57" W ALONG SAID NORTH LINE, 465.52 FEET TO THE POINT OF  
BEGINNING.

CONTAINING 1.891 ACRES, MORE OR LESS.

**DAILEY**  
**AND ASSOCIATES INC.**  
SURVEYING & MAPPING  
112 N. U.S. HIGHWAY No. 1  
TEQUESTA, FLORIDA 33469  
PHONE: (561) 748-8424  
BUSINESS LICENSE: LB-2799

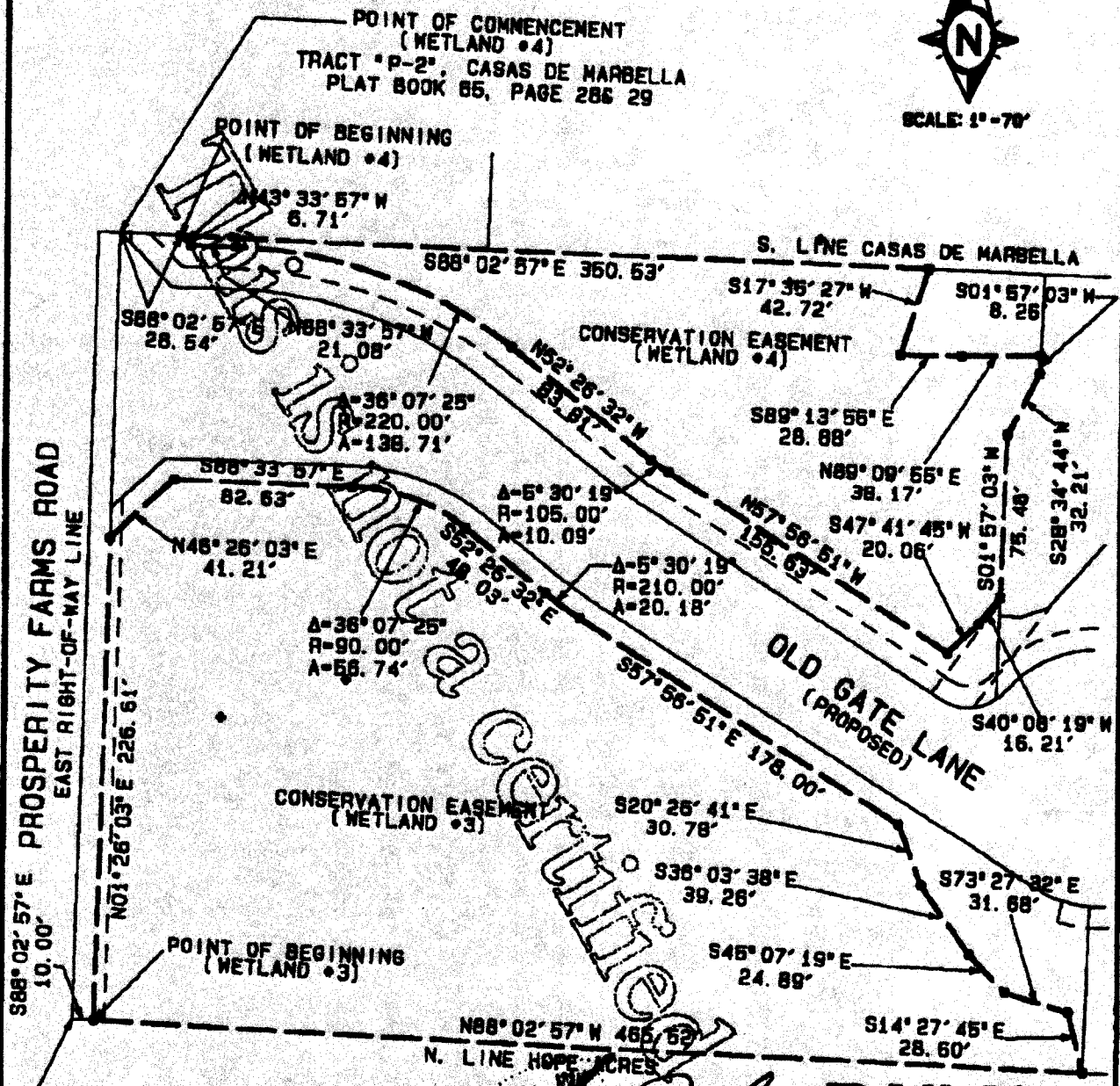
DATE: 12/29/2003

SHEET 1 OF 2

JOB NO.: 88-457PL

26

**SKETCH OF LEGAL DESCRIPTION**  
 (THIS IS NOT A SURVEY)  
 EXHIBIT "A"



**DAILEY AND ASSOCIATES, INC.**  
 SURVEYING & MAPPING  
 112 N. U.S. HIGHWAY No. 1  
 SEQUESTA, FLORIDA 33469  
 PHONE: (561) 746-8424  
 BUSINESS LICENSE: LB-2789

DATE: 12/29/2003  
 SHEET 1 OF 2  
 JOB NO.: 88-457PL

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EXHIBIT "A"

OLD GATE SUBDIVISION  
CONSERVATION EASEMENT  
(WETLAND #4)

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER (SW1/4) OF THE  
NORTHEAST QUARTER (NE1/4) OF SECTION 29, TOWNSHIP 41 SOUTH,  
RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM THE SOUTHWEST CORNER OF TRACT "P-2", CASAS DE  
MARBELLA, AS RECORDED IN PLAT BOOK 65, PAGES 28 AND 29, PUBLIC  
RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S88°02'57"E ALONG  
THE SOUTH LINE OF SAID CASAS DE MARBELLA (BEARING BASIS FOR THIS  
DESCRIPTION), 20.54 FEET TO THE POINT OF BEGINNING; THENCE  
CONTINUE S88°02'57"E ALONG SAID SOUTH LINE, 350.53 FEET;  
THENCE S17°35'27"W, 42.72 FEET; THENCE S89°13'56"E, 28.88 FEET;  
THENCE N89°09'58"E, 38.17 FEET; THENCE S01°57'03"W, 8.26 FEET;  
THENCE S28°34'44"W, 32.21 FEET; THENCE S01°57'03"W, 75.48 FEET;  
THENCE S40°08'19"W, 18.21 FEET; THENCE S47°41'45"W, 20.06 FEET;  
THENCE N57°56'51"W, 155.63 FEET TO THE POINT OF CURVATURE OF A  
CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 106.00 FEET;  
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL  
ANGLE OF 5°30'19", 10.09 FEET TO THE POINT OF TANGENCY OF SAID  
CURVE; THENCE N52°26'32"W, 83.81 FEET TO THE POINT OF CURVATURE OF  
A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 220.00  
FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A  
CENTRAL ANGLE OF 36°07'25", 138.71 FEET TO THE POINT OF TANGENCY OF  
SAID CURVE; THENCE N88°34'57"W, 21.08 FEET; THENCE N43°33'57"W, 6.71  
FEET TO THE POINT OF BEGINNING.

CONTAINING 0.669 ACRES, MORE OR LESS.

Certified  
2002

**DAILEY**  
**AND ASSOCIATES, INC.**  
SURVEYING & MAPPING  
112 N. U.S. HIGHWAY No. 1  
TEQUESTA, FLORIDA 33489  
PHONE: (888) 746-8424  
BUSINESS LICENSE: LB-2799

DATE: 12/28/2003

SHEET 1 OF 2

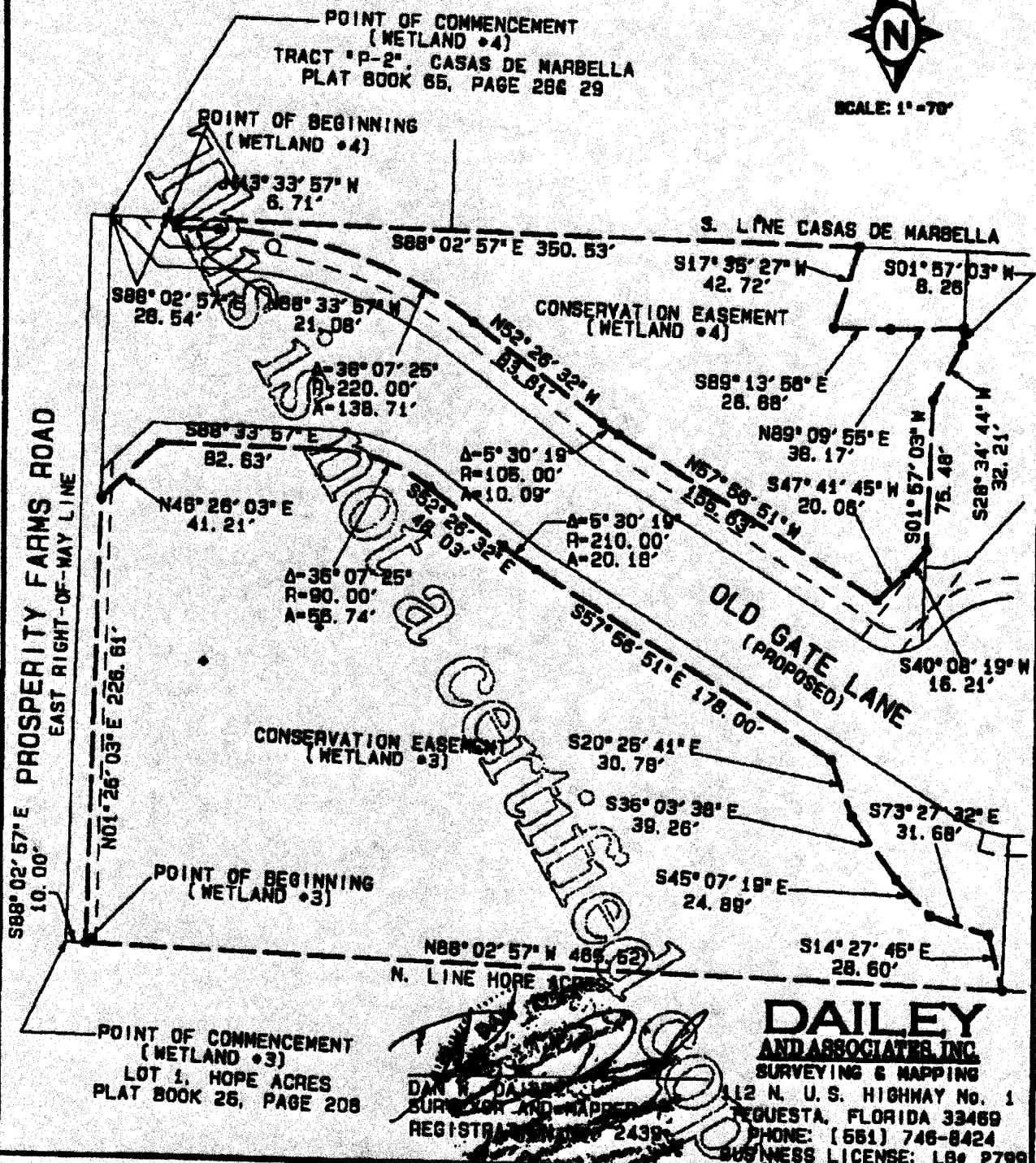
JOB NO.: 88-457PL

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**SKETCH OF LEGAL DESCRIPTION  
(THIS IS NOT A SURVEY)  
EXHIBIT "A"**



SCALE: 1"=70'



**PROSPERITY FARMS ROAD**  
 EAST RIGHT-OF-WAY LINE  
 S88°02'57"E 10.00'  
 N01°26'03"E 226.61'

POINT OF COMMENCEMENT  
 (WETLAND #3)  
 LOT 1, HOPE ACRES  
 PLAT BOOK 26, PAGE 208

DAN W. DAILEY  
 SURVEYOR AND MAPPER  
 REGISTRATION NO. 2439

**DAILEY**  
**AND ASSOCIATES, INC.**  
 SURVEYING & MAPPING  
 112 N. U.S. HIGHWAY No. 1  
 REQUESTA, FLORIDA 33469  
 PHONE: (561) 746-8424  
 BUSINESS LICENSE: LB# 2799

DATE: 12/29/2003

SHEET 2 OF 2

JZ  
JOB NO.: 88-457PL

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