

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Agenda Item #:

6B-1

Meeting Date:	January 12, 2010	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve a Termination of Deposit Receipt and Contract for Sale and Purchase dated May 6, 2008, with National Land Company, Inc. (National Land) (R2008-0759); and
B) accept an Access and Utility Easement from National Land Company, Inc.

Summary: On May 6, 2008, the Board approved a Deposit Receipt and Contract for Sale and Purchase for the sale of 4.85 acres of vacant landlocked County-owned surplus land at the north end of Lake Ida Park to the adjacent landowner, National Land Company, Inc., for \$1,600,000. Pursuant to the terms of the contract, National Land deposited with the County \$160,000 and was required to close on the property by June 5, 2008. Although the contract was not contingent on the buyer obtaining financing, National Land notified Staff that it was having difficulty in obtaining financing and requested a delay in closing. To date, National Land has been unable to close on the contract. The County's parcel does not have legal access, and National Land has offered to grant the County an Access and Utility Easement across National Land's adjoining property in exchange for the return of its \$160,000 deposit and termination of the contract. This Easement provides the County a perpetual non-exclusive easement for utilities and access to the public right of way at Diane Drive which will increase the marketability of the County property. Staff obtained an appraisal dated January 30, 2008, that valued the 4.85 acre County property at \$1,994,000 assuming legal access, and at \$1,237,000 without legal access. In May of 2009, Staff obtained an addendum to the appraisal, which valued the Access and Utility Easement at \$92,000, assuming the worst case scenario where the County would have to construct the road and install the utilities. Although the Board has the right to retain the \$160,000 deposit as liquidated damages as its sole remedy under the contract, Staff recommends that the Board accept the Access and Utility Easement in exchange for the return of the deposit. This termination is contingent upon National Land providing a title policy insuring the priority of the County's interest in the Access and Utility Easement. **(PREM) District 3 & 4 (HJF)**

Background and Policy Issues: In September of 2007, a Request for Bids (RFB 2007-101-TAS) was issued for the sale of 4.85 acres of vacant surplus property at the north end of Lake Ida Park. Lake Ida Park lies between I-95 and Lake Ida. National Land, the adjacent property owner, was the sole respondent and was planning to incorporate the County property into its development plans for a residential development. On May 6, 2008, the County approved the Deposit Receipt and Contract for Sale and Purchase, with a closing to occur by June 5, 2008. National Land and Staff communicated over several months in an effort to close the sale. Due to a downturn in the real estate market, National Land has been unable to obtain financing for acquisition of the land and development of its project, and has therefore put its development plans on hold. Due to the fact that National Land was the sole bidder for the County's property and in light of the current slump in the real estate market, Staff was in no hurry to terminate the agreement with National Land.

Continued on Page 3

Attachments:

1. Location Map
2. Termination of Deposit Receipt and Contract for Sale and Purchase
3. Access and Utility Easement
4. Disclosure of Beneficial Interests

Recommended By:

Department Director

Date

Approved By:

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2012	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>_____*</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

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

* No fiscal impact. The deposit of \$160,000 IS IN ESCROW and was being held until the closing takes place. ~

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Jim Or 12/23/09
OFMB 28 12/23/09
Contract Development and Control
12-22-09

B. Legal Sufficiency:

H. J. J. 12/23/09
Assistant County Attorney

C. Other Department Review:

Department Director

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

Background and Policy Issues, continued

Staff obtained an appraisal in January of 2008 that valued the 4.85 acre County property at \$1,994,000 assuming legal access, and at \$1,237,000 without legal access. The appraiser's valuation included an appraisal for a small piece (.70 acres) of the 4.85 acre County property with a contributory value of \$480,000. In May of 2009, Staff requested that the appraiser provide a value for the Access and Utility Easement. The addendum to the appraisal: (i) identified that the previous valuation of the property was based on the assumption that the road and utilities were constructed and installed to the County's property line and (ii) provided a retrospective market value of the 4.85 acre County property with legal access and installed infrastructure to the property line at approximately \$1,770,000. When the cost of infrastructure construction (approximately \$793,000) and the value of that portion of the County's land which has no access and is benefitted by the Access and Utility Easement (\$885,000) is deducted from the \$1,770,000 appraised value of the property, the result is \$92,000, which is the value attributable to the Access and Utility Easement.

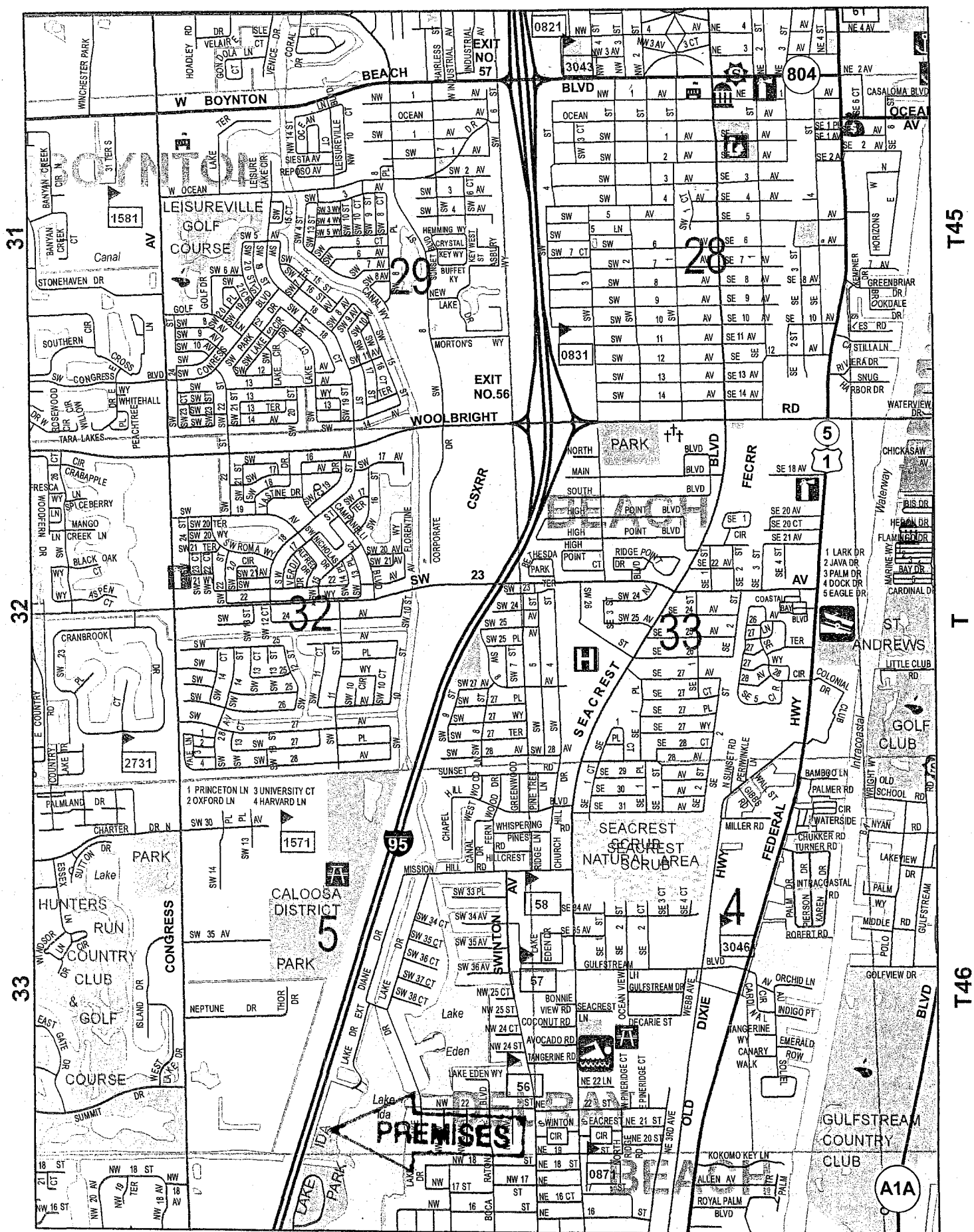
In the future, when the County reissues an RFB for the disposition of this property, it is more than likely that even though the County parcel will have legal access, National Land or the then current adjacent landowner will offer the highest bid due to economies of scale gained by including the County property into development of the adjacent land.

Although Staff believes that National Land would ultimately be required to provide legal access to the County's property through National Land's subdivision, there are no assurances that National Land will ultimately finalize its site plan approvals. The only means of access to the County's property, other than utilizing the Easement, would be to install a bridge across LWDD's canal to connect the County's parcel to the County's Lake Ida Park property, which is estimated to cost between \$300,000 - \$500,000. Because of the lack of legal access to the County's property, Staff believes that it is in the County's interest to continue to cooperate with National Land to obtain the easement and wait until National Land is ready to develop its property, at which point, National Land will most likely again be interested in buying the County's property.

The Access and Utility Easement provides: (i) unrestricted public access, including but not limited to vehicular and pedestrian traffic, across National Land's property from Diane Drive to the County property; (ii) the County with an easement for the installation of utilities; (iii) that National Land construct the roadway and install water, sewer and electric lines within the easement premises at National Land's sole cost, in the event National Land develops its property; (iv) the County with the right to construct and install the roadway and utilities to service its property, at its sole cost, across National Land's property at any time and (v) that National Land will maintain, at its sole cost and expense, the roadway and utility lines once installed.

The parcel upon which National Land will grant the Access and Utility Easement is encumbered by a mortgage from TD Bank, N.A., as successor by merger to Palm Beach County Bank and Commerce Bank, N.A. TD Bank, N.A. will execute and deliver a Consent and Joinder of Mortgagee For Access and Utility Easement, whereby the mortgage from National Land to TD Bank, N.A. is subordinated to this Access and Utility Easement. Prior to returning the deposit, National Land will provide the County with a title commitment evidencing that the Access and Utility Easement will have priority over any interests in or encumbering the property.

National Land Company, Inc. provided the Disclosure attached as Attachment 4, which identifies that National Land Company, Inc. is 100% solely owned by David C. Paladino, II.



LOCATION MAP

**TERMINATION OF DEPOSIT RECEIPT
AND CONTRACT FOR SALE AND PURCHASE**

THIS TERMINATION OF DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE (the "Termination Agreement") is made and entered into _____ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Seller" or "County", and NATIONAL LAND COMPANY, INC., a Florida corporation, with offices located at 1528 N. Lakeside Drive, Lake Worth, Florida 33460, hereinafter referred to as "Buyer".

WITNESSETH:

WHEREAS, Seller and Buyer entered into a Deposit Receipt and Contract for Sale and Purchase dated May 6, 2008, (R2008-0759) (the "Agreement"), for the sale of the Property as described therein, which Property is also described on Exhibit "A" attached hereto and made a part hereof and is referred to herein as the "County Property"; and

WHEREAS, the Agreement provided that the closing would occur and the deed would be delivered within thirty (30) days of the Effective Date of the Agreement (the "Closing Deadline"); and

WHEREAS, the closing did not occur by the Closing Deadline, and the parties wish to terminate the Agreement according to the terms set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.
2. Buyer acknowledges that Seller was ready, willing, and able to close by the Closing Deadline, and that the closing did not occur due to Buyer's failure to perform pursuant to the terms of the Agreement.
3. Buyer further acknowledges that as a result of Buyer's failure to perform, Seller is entitled to retain the Liquidated Sum in the amount of One Hundred Sixty Thousand Dollars (\$160,000) previously deposited with Seller by Buyer.

4. Notwithstanding the above, the parties do hereby agree that Seller shall return Buyer's deposit of One Hundred Sixty Thousand Dollars (\$160,000) (the "Deposit") to Buyer in exchange for Buyer granting Seller a non-exclusive access and utility easement over Buyer's property as legally described in Exhibit "B" attached hereto and made a part hereof ("Buyer's Property"), and according to the terms as set forth herein.

5. Buyer agrees to grant Seller the access and utility easement attached hereto and made a part hereof as Exhibit "C" (the "Easement") to allow access and utility service to County Property. Buyer acknowledges that the Easement will be used for public access over Buyer's Property to County Property.

6. Buyer, with respect to its granting of the Easement to County, hereby acknowledges, represents, warrants and/or agrees, as applicable, as follows:

Buyer shall grant the Easement to the County free and clear of any and all (i) mortgages and related loan documents recorded against Buyer's Property securing the repayment of any indebtedness or other obligation of the Buyer unless said mortgages and related loan documents have been subordinated to the Easement; (ii) liens recorded against title to Buyer's Property for unpaid labor, materials, and/or supplies for any improvement, repair, or alteration made to or upon Buyer's Property; (iii) taxes for 2009 and prior years; (iv) existing or pending general or special assessments affecting Buyer's Property, which are or may be assessed by any governmental authority, water or sewer authority, school district, drainage district, or any other special taxing district; and (v) all other matters which could impair the County's ability to utilize the Easement or which could extinguish the County's interest in the Easement.

7. Within four (4) days after the Effective Date of this Termination Agreement, County shall obtain at Buyer's expense an owner's title insurance commitment, together with legible copies of all exceptions to coverage reflected therein, issued by SouthEast Guaranty & Title, Inc., agreeing to issue to County upon the recording of the Easement, an owner's title insurance policy in the amount of One Hundred Sixty Thousand and no/100 Dollars (\$160,000), insuring the rights granted to the County under the Easement. The cost of said commitment and policy and any premium therefor (at the promulgated rate) shall be borne by Buyer as a deduction from the Deposit.

County shall have ten (10) days after receipt of the title insurance commitment in which to review same. In the event the title insurance commitment shall show as an exception any mortgage, lien, judgment or other encumbrance which would

have priority over the Easement, or any other exception which would prohibit or impair the County's ability to use Buyer's Property for access and utilities in substantially the same manner as set forth in the Easement, County shall notify Buyer of County's objection thereto, and Buyer shall act with reasonable effort, including bringing suit, to subordinate or remove such exception(s), which exceptions shall be deemed to constitute title defects. Buyer shall be entitled to ninety (90) days from the date of notification by County (with adjournment of the Easement Closing, as defined hereinafter, if necessary) within which to cure such defects or to make arrangements with the title insurer for deletion of any such title defects from the commitment without the inclusion of any additional exceptions to coverage. Notwithstanding the foregoing, Buyer shall have the option of discharging any such matters at the Easement Closing with the Deposit. If the defect(s) shall not have been so cured or removed from the commitment by endorsement thereto at the termination of the said ninety (90) day period, County shall have the option of terminating this Termination Agreement by giving written notice thereof to Buyer.

At the Easement Closing, Seller shall cause the title insurance commitment to be endorsed to remove, without the inclusion of any additional exceptions to coverage, any and all requirements or preconditions to the issuance of an owner's title insurance policy, and to delete any exceptions for: (a) any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public records; (b) matters arising or attaching subsequent to the effective date of the commitment but before the recording of the Easement by the County; (c) any rights or claims of parties in possession not shown by the public records; (d) taxes for all prior years, and taxes or special assessments which are not shown as existing liens by the public records.

From and after the Termination Agreement Effective Date as defined hereinafter, Buyer shall take no action which would impair or otherwise affect title to any portion of the Buyer's Property, and shall record no documents in the Public Records which would affect title to the Buyer's Property, without the prior written consent of the County.

8. Seller's return of the Deposit in exchange for Buyer's granting of the Easement (the "Easement Closing") shall take place within fifteen (15) days after the Termination Agreement Effective Date. Seller's return of the Deposit shall be contingent upon the acceptability to County, in its sole and absolute discretion, of the status of title to Buyer's Property. Buyer shall be responsible for all costs associated with recording the Easement.

9. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax: 561-233-0210

With a copy to:

Palm Beach County Attorneys' Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax: 561-355-4398

Grantor:

National Land Company, Inc.
Attention: David C. Paladino, II
1528 N. Lakeside Drive, Lake Worth, Florida 33460
Fax:

With a copy to:

Fax:

Any party may from time to time change the address to which notice under this Termination Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

10. The parties acknowledge that the Easement will initially encumber a portion of Buyer's Property as generally depicted on an exhibit to the Easement, and that at such time as the exact location and size of the area required for access and utility service to the County Property is jointly determined by the parties, the Easement may be amended, at Buyer's sole cost and expense and with County's written consent, to describe the exact location of the Easement.

11. Buyer acknowledges that the terms of the Easement place certain financial and other obligations on Buyer, that Seller would not agree to return the Deposit without Buyer's agreement to perform the obligations set forth in the Easement, and that the obligations set forth in the Easement will survive Seller's return of the Deposit to Buyer.

12. Seller and Buyer hereby agree that upon the successful completion of the Easement Closing, as evidenced by the recording of the Easement in the Public Records of Palm Beach County, Florida, the Agreement shall be deemed to be terminated, canceled, and extinguished, and Buyer shall be deemed to have released, relinquished, and quit claimed to Seller all right, title and interest of Buyer in and to the real property described in the Agreement. Both parties shall thereafter be deemed to be released from their rights and obligations under the Agreement.

13. This Termination Agreement is expressly contingent upon the approval of the Palm Beach Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach Board of County Commissioners (the "Termination Agreement Effective Date").

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have set their hands and seals to this Termination Agreement as of the date written above.

Signed, sealed and delivered
In the presence of

ATTEST:
SHARON R. BOCK
Clerk and Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

Witness

SARAH J. COOPER
Printed Name

Witness

Richard C Bogatin
Printed Name

SELLER:

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

By: _____
Burt Aaronson, Chair

APPROVED AS TO TERMS
AND CONDITIONS:

By: Audrey Wolf
Audrey Wolf, Director
Facilities Development & Operations

BUYER:

NATIONAL LAND COMPANY,
INC., a Florida corporation

By: _____

Printed Name: D. Rodino

Printed Title: Pres

(SEAL)



EXHIBIT "A"
COUNTY PROPERTY

LEGAL DESCRIPTION
PARCEL "A"

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTIONS 5 AND 8, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING BOUNDED ON THE EAST BY LAKE IDA, ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF THE L-30 CANAL, ON THE WEST BY THE EAST RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9) AND ON THE NORTH BY A LINE 312.00 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF THE SOUTH $\frac{1}{4}$ OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 5, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9) AND THE NORTH LINE OF THE SOUTH THREE-QUARTERS ($S \frac{3}{4}$) OF THE SOUTH ONE-HALF ($S \frac{1}{2}$) OF SAID SECTION 5, SAID POINT BEING 387.38 FEET SOUTHERLY OF (AS MEASURED ALONG THE EAST RIGHT OF WAY LINE OF SAID INTERSTATE 95) THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, LAKE VIEW HAVEN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 32, PAGE 53, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THENCE S18°31'15"W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1745.57 FEET TO THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1768, PAGE 405 SAID PUBLIC RECORDS.

THENCE S89°58'35"E ALONG A LINE 312.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH $\frac{1}{4}$ OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 5 AND SAID SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1768, PAGE 405, A DISTANCE OF 300 FEET.

THENCE S04°53'39"W, A DISTANCE OF 191.46 FEET.

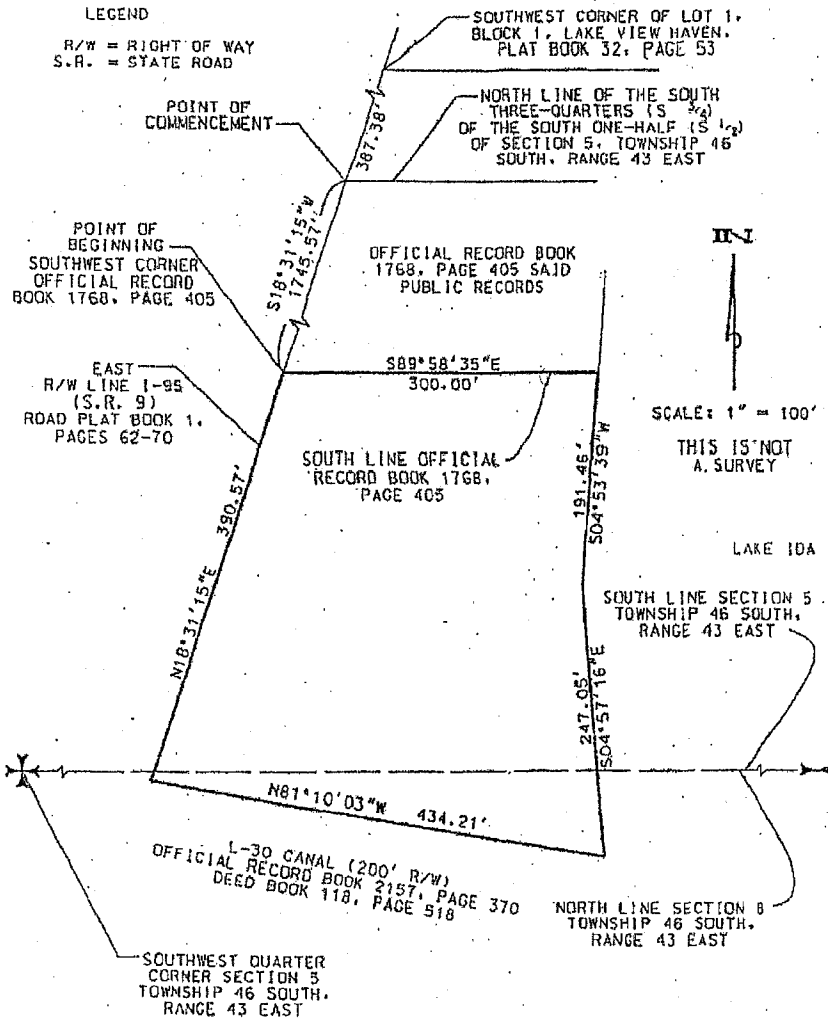
THENCE S04°57'16"E, A DISTANCE OF 247.05 FEET.

THENCE N81°10'03"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 434.21 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9).

THENCE N18°31'15"E ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 390.57 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN PALM BEACH COUNTY, FLORIDA, CONTAINING 3.3304 ACRES (145,074 SQUARE FEET) MORE OR LESS.

PARCEL "A"



PARCEL "B"

*LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTIONS 5 AND 8, TOWNSHIP 46 SOUTH; RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF THE L-30 CANAL AND ON THE NORTH BY A LINE 48.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF THE SOUTH $\frac{1}{4}$, OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 5, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9) AND THE NORTH LINE OF THE SOUTH THREE-QUARTERS ($S \frac{3}{4}$) OF THE SOUTH ONE-HALF ($S \frac{1}{2}$) OF SAID SECTION 5, SAID POINT BEING 387.38 FEET SOUTHERLY OF (AS MEASURED ALONG THE EAST RIGHT OF WAY LINE OF SAID INTERSTATE 95) THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, LAKE VIEW HAVEN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 32, PAGE 53, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THENCE S18°31'15"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1745.57 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1768, PAGE 405 SAID PUBLIC RECORDS.

THENCE S89°58'35"E ALONG A LINE 312.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH $\frac{1}{4}$, OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 5 AND SAID SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1768, PAGE 405, A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING.

THENCE N18°31'15"E, A DISTANCE OF 380.00 FEET.

THENCE S89°58'35"E, A DISTANCE OF 84.36 FEET.

THENCE S18°31'15"W, A DISTANCE OF 397.21 FEET.

THENCE S04°53'39"W, A DISTANCE OF 175.01 FEET.

THENCE S04°57'16"E, A DISTANCE OF 259.79 FEET.

THENCE N81°10'03"W, A DISTANCE OF 82.37 FEET.

THENCE N04°57'16"W, A DISTANCE OF 247.05 FEET.

THENCE N04°53'39"E, A DISTANCE OF 191.46 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN PALM BEACH COUNTY, FLORIDA, CONTAINING 1.5156 ACRES (66,020 SQUARE FEET).

PARCEL "B"

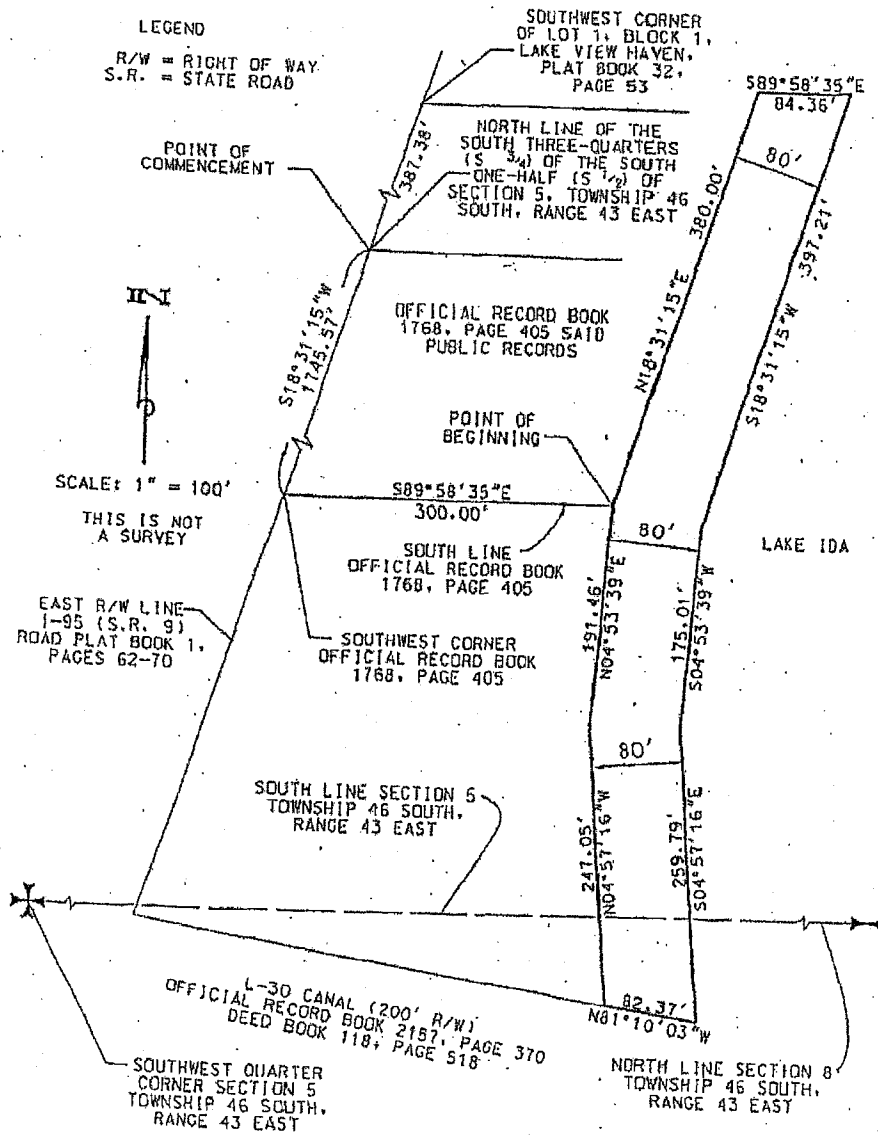


EXHIBIT "B"
BUYER'S PROPERTY

PARCEL 1:

A parcel of land lying in Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida, said parcel being more particularly described as follows:

Beginning at a point where the East right-of-way line of State Road No. 9 (I-95) intersects the North line of the South 3/4 of the South 1/2 of said Section 5, said point also being 387.38 feet (as measured along said East right-of-way line) South of the Southwest corner of Lot 1, Block 1, "LAKE VIEW HAVEN", as recorded in Plat Book 32, pages 53 and 54, of the public records of Palm Beach County, Florida; thence along said right-of-way line South 18° 31' 15" West (assumed), a distance of 1365.57 feet to a point in the Northwest corner of that certain parcel described in Official Records Book 1788, page 405; thence South 18° 31' 15" West, a distance of 380.00 feet, more or less; thence South 89° 58' 35" East, and parallel with the North line of the South 1/4 of the South 1/2 of said Section 5, a distance of 300.00 feet, more or less, to the approximate shore line of Lake Ida as maintained; thence North 18° 31' 15" East, along said shore line, a distance of 380.00 feet, more or less, to a point on a line 48.00 feet North of and parallel to the said North line of the South 1/4 of the South 1/2 of Section 5; thence South 89° 58' 35" East, a distance of 185.00 feet; thence North 30° 25' 48" East, a distance of 136.00 feet; thence North 59° 34' 14" West, a distance of 162.57 feet; thence North 16° 49' 16" East, a distance of 38.91 feet to a point of curvature; thence Northerly along the arc of a curve to the Southeast having a radius of 67.85 feet and a central angle of 49° 03' 30", a distance of 57.92 feet; thence North 65° 52' 48" East, on a line tangent to the last described curve a distance of 90.85 feet to a point of curvature; thence Northerly, along the arc of a curve, concave to the Northwest having a radius of 106.26 feet and a central angle of 53° 41' 47", a distance of 99.58 feet; thence South 59° 34' 14" East, a distance of 93.09 feet; thence North 30° 25' 46" East, a distance of 137.40 feet; thence South 89° 34' 14" East, a distance of 275.96 feet; thence North 01° 39' 45" East, a distance of 125.40 feet; thence North 37° 41' 35" East, a distance of 83.34 feet; thence North 0° 52' 00" East, a distance of 5.28 feet to the intersection of the Westerly line of Block 1, "LAKE EDEN SUBDIVISION PLAT NO. 2", as recorded in Plat Book 29, page 53, of the public records of Palm Beach County, Florida; thence North 21° 14' 45" West, along said Westerly line of Block 1, a distance of 803.98 feet to the most Westerly corner of Lot 1, of said Block 1, of "LAKE EDEN SUBDIVISION PLAT NO. 2"; thence North 18° 30' 15" East, along the Northwestern line of said Lot 1, Block 1, a distance of 101.11 feet to the Southeast corner of Parcel A, as shown on the plat of "LAKE VIEW HAVEN", as recorded in Plat Book 32, pages 53 and 54, of the public records of Palm Beach County, Florida; thence North 71° 28' 45" West, along the South line of said Parcel A, a distance of 199.88 feet to the Southwest corner of said Parcel A; thence North 18° 31' 15" East along the West line of said Parcel A, a distance of 60.00 feet to the Southeast corner of Lot 1, Block 1, of said plat of "LAKE VIEW HAVEN"; thence North 71° 28' 45" West along the South line of said Lot 1, Block 1, a distance of 110.00 feet to the Southwest corner of said Lot 1, Block 1 and the Easterly right-of-way line of State Road No. 9 (I-95); thence South 18° 31' 15" West, along said Easterly right-of-way line, a distance of 387.38 feet to the POINT OF BEGINNING aforescribed.

PARCEL 2:

A parcel of land lying in Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot A, as shown on the Plat of LAKE SHORE ESTATES, as recorded in Plat Book 25, page 26, of the public records of Palm Beach County, Florida; thence North 89° 59' 35" West (assumed), along the North line of said Lot A and its Westerly extension, a distance of 220 feet, more or less, to a point in the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida; thence North 00° 06' 21" East, along said line, a distance of 0.21 feet to the POINT OF BEGINNING of the parcel to be herein described and to the point of curvature of a curve concave to the Southeast, having a central angle of 89° 55' 15", and a radius of 150 feet; thence Northerly and Easterly, along the arc of said curve, a distance of 235.41 feet to the point of tangency of said curve; thence South 89° 58' 35" East, parallel to the said North line of Lot A, a distance of 70.21 feet to a point in the Northerly extension of the West right-of-way line of Lake Drive, as shown on said

Plat of "LAKE SHORE ESTATES"; thence continue South 89° 58' 35" East, a distance of 60 feet to a point on the East right-of-way line of Lake Drive, 10 feet South of the Northwest corner of Lot 16, as shown on LAKE EDEN SUBDIVISION PLAT NO. 1, as recorded in Plat Book 28, page 216, of the public records of Palm Beach County, Florida; thence North 00° 06' 21" East, along the West line of said Lot 16, a distance of 10 feet to the said Northwest corner of Lot 16; thence South 89° 58' 35" East, along the North line of said Lots 13, 14, 15 and 16, as shown on Plat of "LAKE EDEN SUBDIVISION PLAT NO. 1", a distance of 467.49 feet to a point in the Southerly projection and the West line of said Lots 5 and 6 of said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 1"; thence due North along said Southerly projection and the West line of said Lots 5 and 6, a distance of 430.0 feet to the Northwest corner of said Lot 5 and the North line of the Plat of "LAKE EDEN SUBDIVISION PLAT NO. 1"; thence South 89° 58' 35" East, along the said North line of LAKE EDEN SUBDIVISION PLAT NO. 1, a distance of 733.30 feet to the Northeast corner of Lot 1 of said plat of "LAKE EDEN SUBDIVISION PLAT NO. 1"; thence North 89° 42' 20" East, parallel with the South line of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 5, Township 46 South, Range 43 East, a distance of 425.58 feet to a point in the West right-of-way line of Swinton Avenue as recorded in Road Plat Book 3, pages 250 and 251; thence North 10° 52' 17" West, along said West right-of-way line, a distance of 100.73 feet to the Southeast corner of Lot 35 and the South line of "LAKE EDEN SUBDIVISION PLAT NO. 3", as recorded in Plat Book 29, page 219, of the public records of Palm Beach County, Florida; thence South 88° 55' 03" West along the said South line of "LAKE EDEN SUBDIVISION PLAT NO. 3", a distance of 539.96 feet to the Southwest corner of Lot 31 and the Southwest corner of said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 3"; thence due North along the West line of the said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 3", a distance of 638.36 feet to an intersection with the South line of the North 1/2 of the North 1/2 of the Southeast 1/4 of said Section 5, Township 46 South, Range 43 East; thence South 89° 20' 00" West, along the said South line of the North 1/2 of the North 1/2 of the Southeast 1/4 of Section 5, a distance of 1148.96 feet to an intersection with the West right-of-way line of Lake Worth Drainage District's Canal No. E-4; thence North 41° 56' 30" East, along the said West right-of-way line, a distance of 58.45 feet to the Southeasterly corner of Lot 41, Block 2, as shown on "LAKE EDEN SUBDIVISION PLAT NO. 2", as recorded in Plat Book 29, page 53, of the public records of Palm Beach County, Florida; thence North 71° 28' 45" West, along the Southwesterly line of Lots 41, 42 and 43, Block 2, as shown on said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 2", a distance of 256.34 feet; thence South 21° 14' 45" East, along the Easterly line of Lots 13, 14, 15 and 16, Block 1, a distance of 523.34 feet to the Southeast corner of Lot 13, Block 1, of "LAKE EDEN SUBDIVISION PLAT NO. 2"; thence North 68° 45' 15" East, a distance of 310 feet; thence North 21° 14' 45" West, a distance of 25 feet; thence North 68° 45' 15" East, a distance of 400 feet; thence South 21° 14' 45" East, a distance of 250 feet; thence South 68° 45' 15" West, a distance of 400 feet; thence North 21° 14' 45" West, a distance of 25 feet; thence South 68° 14' 45" West, a distance of 310 feet to the Northeasterly corner of Lot 12, of said "LAKE EDEN SUBDIVISION PLAT NO. 2"; thence South 21° 14' 45" East, along the Easterly line of Lots 10, 11 and 12, Block 1, of "LAKE EDEN SUBDIVISION PLAT NO. 2", a distance of 315 feet to the beginning of a curve concave to the West having a radius of 150 feet and a central angle of 90° 00' 00"; thence Southerly and Southwesterly, along the arc of said curve, a distance of 235.62 feet to the end of said curve; thence South 68° 45' 15" West, along the South line of the Plat of "LAKE EDEN SUBDIVISION PLAT NO. 2", a distance of 125 feet to the beginning of a curve concave to the North, having a radius of 150 feet and a partial central angle of 70° 58' 26"; thence Westerly and Northwesterly along the arc of said curve, a distance of 185.81 feet to an intersection with the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East; thence South 0° 06' 21" West, along the said East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, a distance of 266.58 feet to the POINT OF BEGINNING aforesaid; LESS and not including right-of-way for Lake Drive.

LESS AND EXCEPT THEREFROM that portion as conveyed by Deed recorded in Official Records Book 1719, Page 1218, of the Public Records of Palm Beach County, Florida.

LESS AND EXCEPT THEREFROM that portion as conveyed by Deed recorded in Official Records Book 5210, Page 1800, of the Public Records of Palm Beach County, Florida.

PARCEL 3:

A parcel of land in the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida, bounded as follows:

On the North by the South line of "LAKE EDEN SUBDIVISION PLAT NO. 4", as recorded in Plat Book 30, page 122, of the public records of Palm Beach County, Florida; on the East by the West line of "LAKE EDEN SUBDIVISION PLAT NO. 3", as recorded in Plat Book 29, page 219, of the public records of Palm Beach County, Florida; on the South by the South line of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East; and on the West by the Easterly right-of-way line of Lake Worth Drainage District's right-of-way for Canal No. E-4.

PARCEL 4:

A parcel of land lying in Sections 4 and 5, Township 46 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the intersection of the line between Sections 4 and 5, Township 46 South, Range 43 East, Palm Beach County, Florida and the South line of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 4; thence Easterly along the said South line of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 4, a distance of 105.49 feet, more or less, to the Southwest corner of the Plat of LAKE HEIGHTS, as recorded in Plat Book 23, page 206, of the public records of Palm Beach County, Florida; thence North 0° 13' 30" West, on an assumed bearing along the West boundary line of said plat, a distance of 570.44 feet to the Northerly right-of-way line of Coconut Road as shown on the said plat of "LAKE HEIGHTS"; also being the POINT OF BEGINNING; thence North 89° 53' 00" West, along the Westerly extension of the North right-of-way line of Coconut Road, a distance of 285.91 feet to a point in the Easterly right-of-way of Swinton Avenue as recorded in Plat Book 3, pages 250 and 251, of the public records of Palm Beach County, Florida; thence South 10° 52' 17" East, along the Easterly right-of-way line, a distance of 40.74 feet to a point on a line parallel to and 40.00 feet South, when measured at right angles to the said Westerly extension of the North right-of-way line of Coconut Road; thence South 89° 53' 00" East, along said parallel line, being also the Westerly extension of South right-of-way line of Coconut Road, a distance of 278.39 feet to an intersection with the West line of the said plat of "LAKE HEIGHTS"; thence North 00° 13' 30" West, along the West line of the said plat of "LAKE HEIGHTS", a distance of 40.00 feet to the POINT OF BEGINNING aforesaid.

EXHIBIT "C"
EASEMENT

Prepared by & Return to:
Richard Bogatin
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Property Control Number: 08434605000005140

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT ("Easement") is granted this ____ day of _____, 2009, by **NATIONAL LAND COMPANY, INC.**, a Florida corporation, with offices located at 1528 N. Lakeside Drive, Lake Worth, Florida 33460, ("**Grantor**") to **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("**County**") whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791.

RECITALS

Whereas, Grantor owns the property described on **Exhibit "A"** attached hereto and by reference made a part hereof (hereinafter referred to as "**Grantor's Property**" or "**Burdened Property**"); and

Whereas, County is the owner of the property described on **Exhibit "B"** attached hereto and made a part hereof (hereinafter referred to as the "**County Property**" or "**Benefitted Property**"); and

Whereas, Grantor wishes to provide to County, its successors and assigns, a non-exclusive easement for utilities and access to and from County Property.

Now, therefore, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the Grantor in hand paid by County, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and County do hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Grantor does hereby grant, bargain, sell and convey to County, its successors and assigns, a perpetual non-exclusive easement for (i) utilities, and (ii) access to and from the County Property and the improvements constructed hereafter upon the County Property, which access shall include but is not limited to vehicular and pedestrian traffic, over and upon the real property depicted as Lake Side Trail and the abutting twelve (12) foot utility easement on the proposed site plan attached hereto as **Exhibit "C"** and made a part hereof (the "**Easement Premises**"). The County Property is depicted as the Southern Parcel on the proposed site plan.
3. Grantor shall construct a roadway (the "**Road**") and install water, sewer, and electric lines (the "**Utility Lines**") within the Easement Premises, at Grantor's sole cost and expense, at such time as Grantor develops Grantor's Property. The Road shall provide unrestricted public access across Grantor's Property from Diane Drive to the County Property. Grantor shall ensure that the Utility Lines are stubbed out at the common boundary line between the County Property and Grantor's Property. Notwithstanding the foregoing, nothing contained herein shall obligate Grantor to develop

Grantor's Property. County shall have the right but not the obligation, at County's expense, to construct, or have constructed, the Road and the Utility Lines within the Easement Premises if Grantor does not construct them. County's right to construct, or have constructed, the Road and the Utility Lines within the Easement Premises shall include the right to make reasonable use of those portions of Grantor's Property abutting the Easement Premises during the construction process. County shall promptly repair, replace and/or restore any improvements now existing or constructed hereafter, including earth, fill and landscaping within or abutting the Easement Premises, to the condition it was in prior to such installation or construction, using materials of like kind and quality. The rights contained herein run with the land and are assignable by County to any party acquiring title to or a lease of all or a portion of County Property. Grantor shall not, by action or failure to take action, cause or allow any interference with the public access from Diane Drive to the County Property.

4. The Road and Utility Lines shall be constructed in the locations, approximately, where Lake Side Trail and the abutting twelve (12) foot utility easement are shown on Exhibit "C". Notwithstanding the aforesaid depiction on Exhibit "C", the exact location and width of the area required for the Road and Utility Lines shall be determined at such time as approval of development of County Property is obtained from the appropriate governmental entity. Grantor shall construct the Road to a width suitable to provide legal access to and allow development of a residential subdivision comprised of the maximum number of residential units allowed on County Property by the applicable development regulations.

5. Grantor shall include the County Property in any future site plan application for Grantor's Property. Grantor shall prepare the plan for the County Property according to direction received from County. Grantor shall obtain County's approval of any proposed plan for County Property, which approval shall not be unreasonably withheld, prior to submittal of the site plan, or any revisions thereto, for governmental approval. Grantor shall be responsible for all costs and expenses associated with the preparation and submittal, including re-submittals, of any site plan of County Property to the appropriate governmental entity pursuant to the requirements stated above. Notwithstanding the foregoing, County shall have the right, but not the obligation, to prepare and obtain governmental approval of a site plan application for the County Property at County's sole cost and expense. County's exercise of the rights pertaining to the site plan shall not release Grantor from its obligation to construct and maintain the Road and Utility Lines as set forth in this Easement.

6. Upon completion of construction of the Road and Utility Lines, Grantor and County may amend this Easement, at Grantor's sole cost and expense, to redefine the Easement Premises in accordance with the actual location of the Road and Utility Lines.

7. This Easement shall be an easement appurtenant to the Benefitted Property and shall inure to the benefit of and run with title to the Benefitted Property; this easement may not be transferred or assigned separate and apart from the Benefitted Property.

8. The grant of this Easement shall in no way restrict the right and interest of the Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

9. Grantor shall be responsible for maintaining the Easement Premises at its sole cost and expense.

10. County shall have the right and privilege from time to time to alter, improve, enlarge, add

to, change the nature or physical characteristics or replace, remove, or relocate such facilities or systems in, upon, over, under, through, and across the Easement Premises along with all rights and privileges necessary or convenient for the full benefit and the use thereof for purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement Premises that might interfere with the purposes for which such facilities or systems are or might be constructed.

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

12. County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of this State.

13. The grant of Easement contained herein is intended to be a dedication of the Easement Premises to the public for public use.

14. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax: 561-233-0210

With a copy to:

Palm Beach County Attorneys' Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax: 561-355-4398

Grantor:

National Land Company, Inc.
Attention: David C. Paladino, II
1528 N. Lakeside Drive
Lake Worth, Florida 33460
Fax:

With a copy to:

Fax:

Any party may from time to time change the address to which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

15. This 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 Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

16. In the event that Grantor fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, County shall in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief.

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

18. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement. No amendment shall be effective unless the same is in writing and signed by all parties.

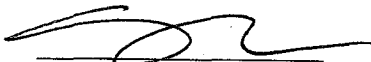
(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

Grantor:

NATIONAL LAND COMPANY, INC.,
a Florida corporation

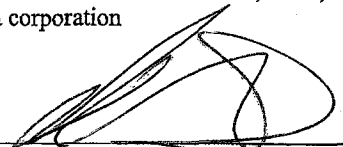

(Witness Signature)

SAMANTHA J. COOPER
(Witness Name Printed)

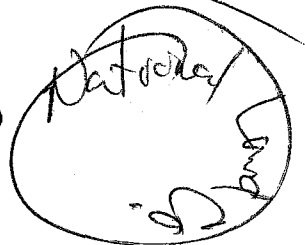

(Witness Signature)

Richard C Bogatin
(Witness Name Printed)

By:


David C. Paladino II, President

(Seal)



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of September, 2009, by David C. Paladino, the President of National Land Company, Inc., a Florida corporation, () who is personally known to me OR ☒ who has produced FL Driver license as identification and who () did ☒ did not take a oath.

(Official Notarial Seal)



Brenda J. D'Agostino
Commission # DD464092
Expires December 20, 2009
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Notary Public, State of Florida

Brenda J. D'Agostino
(Type, print or stamp name) Brenda J. D'Agostino

DD 464092
Commission Number

My Commission Expires: 12/20/2009

EXHIBIT "A"

"GRANTOR'S PROPERTY"

PARCEL 1:

A parcel of land lying in Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida, said parcel being more particularly described as follows:

Beginning at a point where the East right-of-way line of State Road No. 9 (I-95) intersects the North line of the South 3/4 of the South 1/2 of said Section 5, said point also being 387.38 feet (as measured along said East right-of-way line) South of the Southwest corner of Lot 1, Block 1, "LAKE VIEW HAVEN", as recorded in Plat Book 32, pages 53 and 54, of the public records of Palm Beach County, Florida; thence along said right-of-way line South 18° 31' 15" West (assumed), a distance of 1365.57 feet to a point in the Northwest corner of that certain parcel described in Official Records Book 1768, page 406; thence South 18° 31' 15" West, a distance of 380.00 feet, more or less; thence South 89° 58' 35" East, and parallel with the North line of the South 1/4 of the South 1/2 of said Section 5, a distance of 300.00 feet, more or less, to the approximate shore line of Lake Ida as maintained; thence North 16° 31' 15" East, along said shore line, a distance of 380.00 feet, more or less, to a point on a line 48.00 feet North of and parallel to the said North line of the South 1/4 of the South 1/2 of Section 5; thence South 89° 58' 35" East, a distance of 185.00 feet; thence North 30° 25' 48" East, a distance of 138.00 feet; thence North 59° 34' 14" West, a distance of 162.67 feet; thence North 16° 49' 16" East, a distance of 38.91 feet to a point of curvature; thence Northerly along the arc of a curve to the Southeast having a radius of 67.85 feet and a central angle of 49° 03' 50", a distance of 57.92 feet; thence North 65° 52' 48" East, on a line tangent to the last described curve a distance of 90.85 feet to a point of curvature; thence Northerly, along the arc of a curve, concave to the Northwest having a radius of 106.26 feet and a central angle of 53° 41' 47", a distance of 99.68 feet; thence South 59° 34' 14" East, a distance of 93.09 feet; thence North 30° 25' 46" East, a distance of 137.40 feet; thence South 89° 34' 14" East, a distance of 275.96 feet; thence North 01° 39' 45" East, a distance of 125.40 feet; thence North 37° 41' 35" East, a distance of 88.34 feet; thence North 0° 52' 00" East, a distance of 5.28 feet to the intersection of the Westerly line of Block 1, "LAKE EDEN SUBDIVISION PLAT NO. 2", as recorded in Plat Book 29, page 53, of the public records of Palm Beach County, Florida; thence North 21° 14' 45" West, along said Westerly line of Block 1, a distance of 603.98 feet to the most Westerly corner of Lot 1, of said Block 1, of "LAKE EDEN SUBDIVISION PLAT NO. 2"; thence North 18° 30' 15" East, along the Northwest line of said Lot 1, Block 1, a distance of 101.11 feet to the Southeast corner of Parcel A, as shown on the plat of "LAKE VIEW HAVEN", as recorded in Plat Book 32, pages 53 and 54, of the public records of Palm Beach County, Florida; thence North 71° 28' 45" West, along the South line of said Parcel A, a distance of 199.88 feet to the Southwest corner of said Parcel A; thence North 16° 31' 15" East along the West line of said Parcel A, a distance of 60.00 feet to the Southeast corner of Lot 1, Block 1, of said plat of "LAKE VIEW HAVEN"; thence North 71° 28' 45" West along the South line of said Lot 1, Block 1, a distance of 110.00 feet to the Southwest corner of said Lot 1, Block 1 and the Easterly right-of-way line of State Road No. 9 (I-95); thence South 18° 31' 15" West, along said Easterly right-of-way line, a distance of 387.38 feet to the POINT OF BEGINNING as aforesaid.

PARCEL 2:

A parcel of land lying in Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot A, as shown on the Plat of LAKE SHORE ESTATES, as recorded in Plat Book 25, page 26, of the public records of Palm Beach County, Florida; thence North 89° 59' 35" West (assumed), along the North line of said Lot A and its Westerly extension, a distance of 220 feet, more or less, to a point in the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida; thence North 00° 06' 21" East, along said line, a distance of 0.21 feet to the POINT OF BEGINNING of the parcel to be herein described and to the point of curvature of a curve concave to the Southeast, having a central angle of 89° 55' 15", and a radius of 150 feet; thence Northerly and Easterly, along the arc of said curve, a distance of 235.41 feet to the point of tangency of said curve; thence South 89° 58' 35" East, parallel to the said North line of Lot A, a distance of 70.21 feet to a point in the Northerly extension of the West right-of-way line of Lake Drive, as shown on said

Plat of "LAKE SHORE ESTATES"; thence continue South 89° 58' 35" East, a distance of 60 feet to a point on the East right-of-way line of Lake Drive, 10 feet South of the Northwest corner of Lot 16, as shown on LAKE EDEN SUBDIVISION PLAT NO. 1, as recorded in Plat Book 28, page 216, of the public records of Palm Beach County, Florida; thence North 00° 06' 21" East, along the West line of said Lot 16, a distance of 10 feet to the said Northwest corner of Lot 16; thence South 89° 58' 35" East, along the North line of said Lots 13, 14, 15 and 16, as shown on Plat of "LAKE EDEN SUBDIVISION PLAT NO. 1", a distance of 467.49 feet to a point in the Southerly projection and the West line of said Lots 5 and 6 of said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 1"; thence due North along said Southerly projection and the West line of said Lots 5 and 6, a distance of 430.0 feet to the Northwest corner of said Lot 5 and the North line of the Plat of "LAKE EDEN SUBDIVISION PLAT NO. 1"; thence South 89° 58' 35" East, along the said North line of LAKE EDEN SUBDIVISION PLAT NO. 1, a distance of 733.30 feet to the Northeast corner of Lot 1 of said plat of "LAKE EDEN SUBDIVISION PLAT NO. 1"; thence North 89° 42' 20" East, parallel with the South line of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 5, Township 46 South, Range 43 East, a distance of 425.58 feet to a point in the West right-of-way line of Swinton Avenue as recorded in Road Plat Book 3, pages 250 and 251; thence North 10° 52' 17" West, along said West right-of-way line, a distance of 100.73 feet to the Southeast corner of Lot 35 and the South line of "LAKE EDEN SUBDIVISION PLAT NO. 3", as recorded in Plat Book 28, page 219, of the public records of Palm Beach County, Florida; thence South 88° 55' 03" West along the said South line of "LAKE EDEN SUBDIVISION PLAT NO. 3", a distance of 539.96 feet to the Southwest corner of Lot 31 and the Southwest corner of said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 3"; thence due North along the West line of the said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 3", a distance of 638.36 feet to an intersection with the South line of the North 1/2 of the North 1/2 of the Southeast 1/4 of said Section 5, Township 46 South, Range 43 East; thence South 89° 20' 00" West, along the said South line of the North 1/2 of the North 1/2 of the Southeast 1/4 of Section 5, a distance of 1148.98 feet to an intersection with the West right-of-way line of Lake Worth Drainage District's Canal No. E-4; thence North 41° 56' 30" East, along the said West right-of-way line, a distance of 58.45 feet to the Southeasterly corner of Lot 41, Block 2, as shown on "LAKE EDEN SUBDIVISION PLAT NO. 2", as recorded in Plat Book 29, page 53, of the public records of Palm Beach County, Florida; thence North 71° 28' 45" West, along the Southwesterly line of Lots 41, 42 and 43, Block 2, as shown on said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 2", a distance of 256.34 feet; thence South 21° 14' 45" East, along the Easterly line of Lots 13, 14, 15 and 16, Block 1, a distance of 523.34 feet to the Southeast corner of Lot 13, Block 1, of "LAKE EDEN SUBDIVISION PLAT NO. 2"; thence North 68° 45' 15" East, a distance of 310 feet; thence North 21° 14' 45" West, a distance of 25 feet; thence North 68° 45' 15" East, a distance of 400 feet; thence South 21° 14' 45" East, a distance of 250 feet; thence South 68° 45' 15" West, a distance of 400 feet; thence North 21° 14' 45" West, a distance of 25 feet; thence South 68° 14' 45" West, a distance of 310 feet to the Northeasterly corner of Lot 12, of said "LAKE EDEN SUBDIVISION PLAT NO. 2"; thence South 21° 14' 45" East, along the Easterly line of Lots 10, 11 and 12, Block 1, of "LAKE EDEN SUBDIVISION PLAT NO. 2", a distance of 315 feet to the beginning of a curve concave to the West having a radius of 150 feet and a central angle of 90° 00' 00"; thence Southerly and Southwesterly, along the arc of said curve, a distance of 235.62 feet to the end of said curve; thence South 68° 45' 15" West, along the South line of the Plat of "LAKE EDEN SUBDIVISION PLAT NO. 2", a distance of 125 feet to the beginning of a curve concave to the North, having a radius of 150 feet and a partial central angle of 70° 58' 28"; thence Westerly and Northwesterly along the arc of said curve, a distance of 185.81 feet to an intersection with the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East; thence South 0° 06' 21" West, along the said East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, a distance of 266.58 feet to the POINT OF BEGINNING as aforescribed; LESS and not including right-of-way for Lake Drive.

LESS AND EXCEPT THEREFROM that portion as conveyed by Deed recorded in Official Records Book 1719, Page 1218, of the Public Records of Palm Beach County, Florida.

LESS AND EXCEPT THEREFROM that portion as conveyed by Deed recorded in Official Records Book 5210, Page 1800, of the Public Records of Palm Beach County, Florida.

PARCEL 3:

A parcel of land in the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida, bounded as follows:

On the North by the South line of "LAKE EDEN SUBDIVISION PLAT NO. 4", as recorded in Plat Book 30, page 122, of the public records of Palm Beach County, Florida; on the East by the West line of "LAKE EDEN SUBDIVISION PLAT NO. 3", as recorded in Plat Book 29, page 219, of the public records of Palm Beach County, Florida; on the South by the South line of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East; and on the West by the Easterly right-of-way line of Lake Worth Drainage District's right-of-way for Canal No. E-4.

PARCEL 4:

A parcel of land lying in Sections 4 and 5, Township 46 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the intersection of the line between Sections 4 and 5, Township 46 South, Range 43 East, Palm Beach County, Florida and the South line of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 4; thence Easterly along the said South line of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 4, a distance of 105.49 feet, more or less, to the Southwest corner of the Plat of LAKE HEIGHTS, as recorded in Plat Book 23, page 208, of the public records of Palm Beach County, Florida; thence North 0° 13' 30" West, on an assumed bearing along the West boundary line of said plat, a distance of 570.44 feet to the Northerly right-of-way line of Coconut Road as shown on the said plat of "LAKE HEIGHTS"; also being the POINT OF BEGINNING; thence North 89° 53' 00" West, along the Westerly extension of the North right-of-way line of Coconut Road, a distance of 285.91 feet to a point in the Easterly right-of-way of Swinton Avenue as recorded in Plat Book 3, pages 250 and 251, of the public records of Palm Beach County, Florida; thence South 10° 52' 17" East, along the Easterly right-of-way line, a distance of 40.74 feet to a point on a line parallel to and 40.00 feet South, when measured at right angles to the said Westerly extension of the North right-of-way line of Coconut Road; thence South 89° 53' 00" East, along said parallel line, being also the Westerly extension of South right-of-way line of Coconut Road, a distance of 278.39 feet to an intersection with the West line of the said plat of "LAKE HEIGHTS"; thence North 00° 13' 30" West, along the West line of the said plat of "LAKE HEIGHTS", a distance of 40.00 feet to the POINT OF BEGINNING aforescribed.

EXHIBIT "B"

"COUNTY PROPERTY"

LEGAL DESCRIPTION
PARCEL "A"

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTIONS 5 AND 8, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING BOUNDED ON THE EAST BY LAKE IDA, ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF THE L-30 CANAL, ON THE WEST BY THE EAST RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9) AND ON THE NORTH BY A LINE 312.00 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF THE SOUTH $\frac{1}{4}$ OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 5, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9) AND THE NORTH LINE OF THE SOUTH THREE-QUARTERS ($S \frac{3}{4}$) OF THE SOUTH ONE-HALF ($S \frac{1}{2}$) OF SAID SECTION 5, SAID POINT BEING 387.38 FEET SOUTHERLY OF (AS MEASURED ALONG THE EAST RIGHT OF WAY LINE OF SAID INTERSTATE 95) THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, LAKE VIEW HAVEN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 32, PAGE 53, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THENCE $S18^{\circ}31'15''W$ ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1745.57 FEET TO THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1768, PAGE 405 SAID PUBLIC RECORDS.

THENCE $S89^{\circ}58'35''E$ ALONG A LINE 312.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH $\frac{1}{4}$ OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 5 AND SAID SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1768, PAGE 405, A DISTANCE OF 300 FEET.

THENCE $S04^{\circ}53'39''W$, A DISTANCE OF 191.46 FEET.

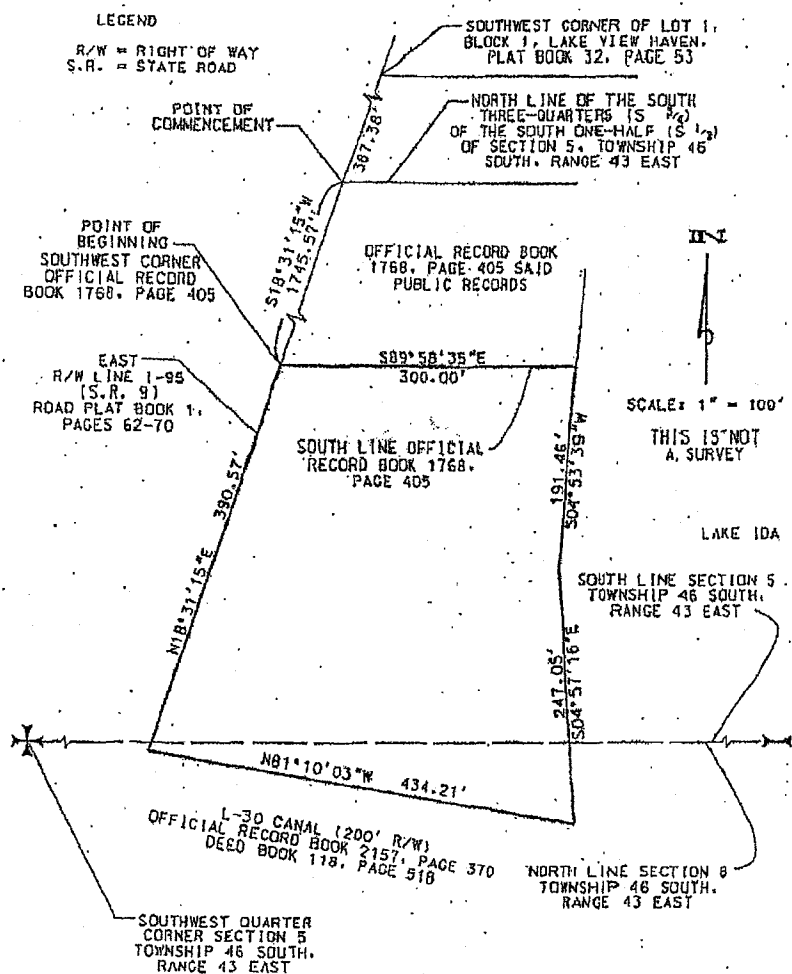
THENCE $S04^{\circ}57'16''E$, A DISTANCE OF 247.05 FEET.

THENCE $N81^{\circ}10'03''W$ ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 434.21 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9).

THENCE $N18^{\circ}31'15''E$ ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 390.57 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN PALM BEACH COUNTY, FLORIDA, CONTAINING 3.3304 ACRES (145,074 SQUARE FEET) MORE OR LESS.

PARCEL "A"



PARCEL "B"

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTIONS 5 AND 8, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF THE L-30 CANAL AND ON THE NORTH BY A LINE 48.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF THE SOUTH $\frac{1}{4}$, OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 5, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9) AND THE NORTH LINE OF THE SOUTH THREE-QUARTERS (S. $\frac{3}{4}$) OF THE SOUTH ONE-HALF (S. $\frac{1}{2}$) OF SAID SECTION 5, SAID POINT BEING 397.38 FEET SOUTHERLY OF (AS MEASURED ALONG THE EAST RIGHT OF WAY LINE OF SAID INTERSTATE 95) THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, LAKE VIEW HAVEN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 32, PAGE 53, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THENCE S18°31'15"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1745.57 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1760, PAGE 405 SAID PUBLIC RECORDS.

THENCE S89°58'35"E ALONG A LINE 312.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH $\frac{1}{4}$, OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 5 AND SAID SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1760, PAGE 405, A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING.

THENCE N18°31'15"E, A DISTANCE OF 380.00 FEET.

THENCE S89°58'35"E, A DISTANCE OF 84.36 FEET.

THENCE S18°31'15"W, A DISTANCE OF 397.21 FEET.

THENCE S04°53'39"W, A DISTANCE OF 175.01 FEET.

THENCE S04°57'16"E, A DISTANCE OF 259.79 FEET.

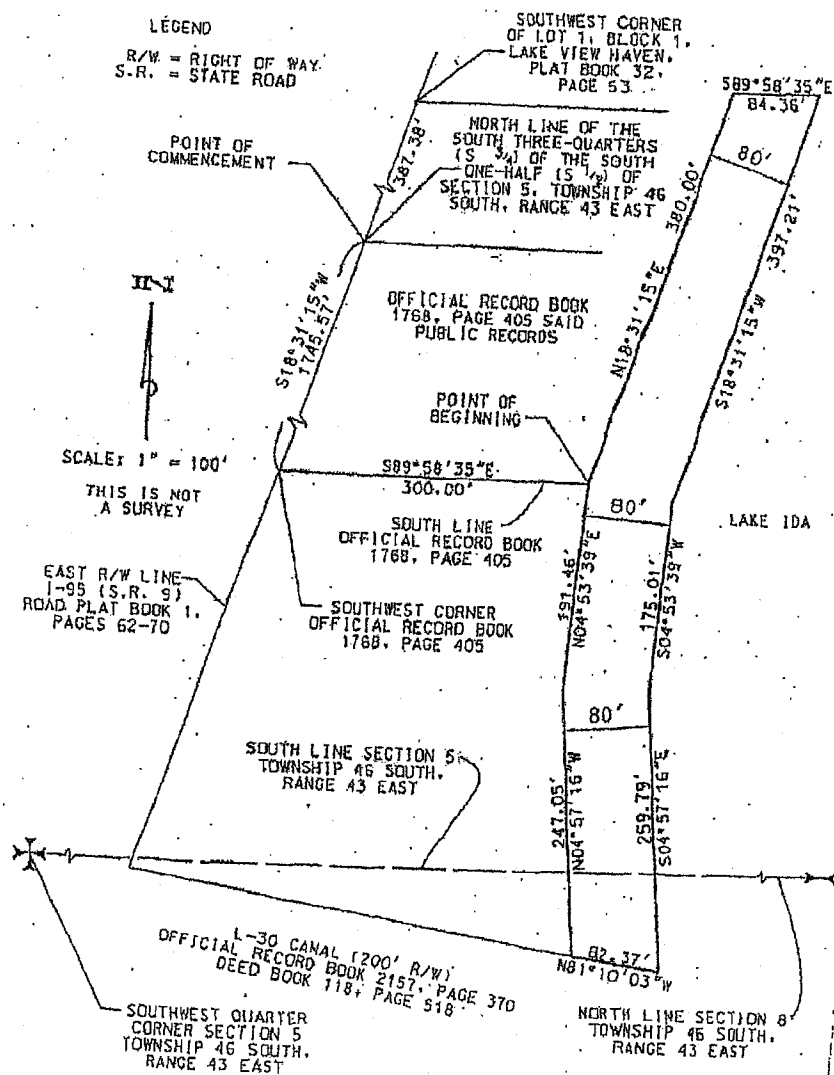
THENCE N81°10'03"W, A DISTANCE OF 82.37 FEET.

THENCE N04°57'16"W, A DISTANCE OF 247.08 FEET.

THENCE N04°53'39"E, A DISTANCE OF 191.46 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN PALM BEACH COUNTY, FLORIDA, CONTAINING 1.5156 ACRES (66,020 SQUARE FEET).

PARCEL "B"



LOCATION MAP
NOT TO SCALE
SECTION 5, TOWNSHIP 46, RANGE 43

GRAPHIC SCALE
1 inch = 500 feet

Prepared by & Return to:
Richard Bogatin
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Property Control Number: 08434605000005140

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT ("Easement") is granted this ____ day of _____, 2009, by **NATIONAL LAND COMPANY, INC.**, a Florida corporation, with offices located at 1528 N. Lakeside Drive, Lake Worth, Florida 33460, ("**Grantor**") to **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("**County**") whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791.

RECITALS

Whereas, Grantor owns the property described on **Exhibit "A"** attached hereto and by reference made a part hereof (hereinafter referred to as "Grantor's Property" or "Burdened Property"); and

Whereas, County is the owner of the property described on **Exhibit "B"** attached hereto and made a part hereof (hereinafter referred to as the "County Property" or "Benefitted Property"); and

Whereas, Grantor wishes to provide to County, its successors and assigns, a non-exclusive easement for utilities and access to and from County Property.

Now, therefore, for and in consideration of the sum of TEN DOLLARS (\$10.00) to the Grantor in hand paid by County, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and County do hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Grantor does hereby grant, bargain, sell and convey to County, its successors and assigns, a perpetual non-exclusive easement for (i) utilities, and (ii) access to and from the County Property and the improvements constructed hereafter upon the County Property, which access shall include but is not limited to vehicular and pedestrian traffic, over and upon the real property depicted as Lake Side Trail and the abutting twelve (12) foot utility easement on the proposed site plan attached hereto as **Exhibit "C"** and made a part hereof (the "Easement Premises"). The County Property is depicted as the Southern Parcel on the proposed site plan.
3. Grantor shall construct a roadway (the "Road") and install water, sewer, and electric lines (the "Utility Lines") within the Easement Premises, at Grantor's sole cost and expense, at such time as Grantor develops Grantor's Property. The Road shall provide unrestricted public access across Grantor's Property from Diane Drive to the County Property. Grantor shall ensure that the Utility Lines are stubbed out at the common boundary line between the County Property and Grantor's Property. Notwithstanding the foregoing, nothing contained herein shall obligate Grantor to develop

Grantor's Property. County shall have the right but not the obligation, at County's expense, to construct, or have constructed, the Road and the Utility Lines within the Easement Premises if Grantor does not construct them. County's right to construct, or have constructed, the Road and the Utility Lines within the Easement Premises shall include the right to make reasonable use of those portions of Grantor's Property abutting the Easement Premises during the construction process. County shall promptly repair, replace and/or restore any improvements now existing or constructed hereafter, including earth, fill and landscaping within or abutting the Easement Premises, to the condition it was in prior to such installation or construction, using materials of like kind and quality. The rights contained herein run with the land and are assignable by County to any party acquiring title to or a lease of all or a portion of County Property. Grantor shall not, by action or failure to take action, cause or allow any interference with the public access from Diane Drive to the County Property.

4. The Road and Utility Lines shall be constructed in the locations, approximately, where Lake Side Trail and the abutting twelve (12) foot utility easement are shown on Exhibit "C". Notwithstanding the aforesaid depiction on Exhibit "C", the exact location and width of the area required for the Road and Utility Lines shall be determined at such time as approval of development of County Property is obtained from the appropriate governmental entity. Grantor shall construct the Road to a width suitable to provide legal access to and allow development of a residential subdivision comprised of the maximum number of residential units allowed on County Property by the applicable development regulations.

5. Grantor shall include the County Property in any future site plan application for Grantor's Property. Grantor shall prepare the plan for the County Property according to direction received from County. Grantor shall obtain County's approval of any proposed plan for County Property, which approval shall not be unreasonably withheld, prior to submittal of the site plan, or any revisions thereto, for governmental approval. Grantor shall be responsible for all costs and expenses associated with the preparation and submittal, including re-submittals, of any site plan of County Property to the appropriate governmental entity pursuant to the requirements stated above. Notwithstanding the foregoing, County shall have the right, but not the obligation, to prepare and obtain governmental approval of a site plan application for the County Property at County's sole cost and expense. County's exercise of the rights pertaining to the site plan shall not release Grantor from its obligation to construct and maintain the Road and Utility Lines as set forth in this Easement.

6. Upon completion of construction of the Road and Utility Lines, Grantor and County may amend this Easement, at Grantor's sole cost and expense, to redefine the Easement Premises in accordance with the actual location of the Road and Utility Lines.

7. This Easement shall be an easement appurtenant to the Benefitted Property and shall inure to the benefit of and run with title to the Benefitted Property; this easement may not be transferred or assigned separate and apart from the Benefitted Property.

8. The grant of this Easement shall in no way restrict the right and interest of the Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

9. Grantor shall be responsible for maintaining the Easement Premises at its sole cost and expense.

10. County shall have the right and privilege from time to time to alter, improve, enlarge, add

to, change the nature or physical characteristics or replace, remove, or relocate such facilities or systems in, upon, over, under, through, and across the Easement Premises along with all rights and privileges necessary or convenient for the full benefit and the use thereof for purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement Premises that might interfere with the purposes for which such facilities or systems are or might be constructed.

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

12. County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of this State.

13. The grant of Easement contained herein is intended to be a dedication of the Easement Premises to the public for public use.

14. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Palm Beach County
Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Fax: 561-233-0210

With a copy to:

Palm Beach County Attorneys' Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax: 561-355-4398

Grantor:

National Land Company, Inc.
Attention: David C. Paladino, II
1528 N. Lakeside Drive
Lake Worth, Florida 33460
Fax:

With a copy to:

Fax:

Any party may from time to time change the address to which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

15. This 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 Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

16. In the event that Grantor fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, County shall in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief.

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

18. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement. No amendment shall be effective unless the same is in writing and signed by all parties.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the day and year first above written.


Signed, sealed, and delivered in the presence of:

Grantor:

NATIONAL LAND COMPANY, INC.,
a Florida corporation

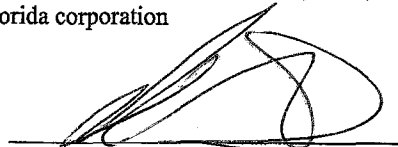

(Witness Signature)

SAMANTHA J. COOPER
(Witness Name Printed)


(Witness Signature)

Richard C Bogatin
(Witness Name Printed)

By:


David C. Paladino II, President

(Seal)



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5th day of September, 2009, by David C. Paladino, the President of National Land Company, Inc., a Florida corporation, () who is personally known to me OR ☒ who has produced FL Driver license as identification and who () did ☒ did not take a oath.

(Official Notarial Seal)



Brenda J. D'Agostino
Commission # DD464092
Expires December 20, 2009
Bonded Troy Fain - Insurance, Inc 800-385-7019

Notary Public, State of Florida

Brenda J. D'Agostino
(Type, print or stamp name) Brenda J. D'Agostino

DD 464092
Commission Number

My Commission Expires: 12/20/2009

G:\PROPERTY MGMT SECTION\DISPOSITIONS\LAKE IDA SITE\TERMINATION\ACCESS EASEMENT.008.HF APP.051809.DOCX

EXHIBIT "A"

"GRANTOR'S PROPERTY"

PARCEL 1:

A parcel of land lying in Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida, said parcel being more particularly described as follows:

Beginning at a point where the East right-of-way line of State Road No. 9 (I-95) intersects the North line of the South 3/4 of the South 1/2 of said Section 5, said point also being 387.38 feet (as measured along said East right-of-way line) South of the Southwest corner of Lot 1, Block 1, "LAKE VIEW HAVEN", as recorded in Plat Book 32, pages 53 and 54, of the public records of Palm Beach County, Florida; thence along said right-of-way line South 18° 31' 15" West (assumed), a distance of 1365.57 feet to a point in the Northwest corner of that certain parcel described in Official Records Book 1788, page 405; thence South 18° 31' 15" West, a distance of 380.00 feet, more or less; thence South 89° 58' 35" East, and parallel with the North line of the South 1/4 of the South 1/2 of said Section 5, a distance of 300.00 feet, more or less, to the approximate shore line of Lake Ida as maintained; thence North 18° 31' 15" East, along said shore line, a distance of 380.00 feet, more or less, to a point on a line 48.00 feet North of and parallel to the said North line of the South 1/4 of the South 1/2 of Section 5; thence South 89° 58' 35" East, a distance of 185.00 feet; thence North 30° 25' 48" East, a distance of 138.00 feet; thence North 59° 34' 14" West, a distance of 162.57 feet; thence North 16° 49' 16" East, a distance of 38.91 feet to a point of curvature; thence Northerly along the arc of a curve to the Southeast having a radius of 67.85 feet and a central angle of 49° 03' 30", a distance of 57.92 feet; thence North 65° 52' 48" East, on a line tangent to the last described curve a distance of 90.85 feet to a point of curvature; thence Northerly, along the arc of a curve, concave to the Northwest having a radius of 106.26 feet and a central angle of 53° 41' 47", a distance of 99.58 feet; thence South 59° 34' 14" East, a distance of 93.09 feet; thence North 30° 25' 48" East, a distance of 137.40 feet; thence South 89° 34' 14" East, a distance of 275.96 feet; thence North 01° 39' 45" East, a distance of 125.40 feet; thence North 37° 41' 35" East, a distance of 88.34 feet; thence North 0° 52' 00" East, a distance of 5.28 feet to the intersection of the Westerly line of Block 1, "LAKE EDEN SUBDIVISION PLAT NO. 2", as recorded in Plat Book 29, page 53, of the public records of Palm Beach County, Florida; thence North 21° 14' 45" West, along said Westerly line of Block 1, a distance of 603.98 feet to the most Westerly corner of Lot 1, of said Block 1, of "LAKE EDEN SUBDIVISION PLAT NO. 2"; thence North 18° 30' 15" East, along the Northwestern line of said Lot 1, Block 1, a distance of 101.11 feet to the Southeast corner of Parcel A, as shown on the plat of "LAKE VIEW HAVEN", as recorded in Plat Book 32, pages 53 and 54, of the public records of Palm Beach County, Florida; thence North 71° 28' 45" West, along the South line of said Parcel A, a distance of 199.89 feet to the Southwest corner of said Parcel A; thence North 18° 31' 15" East along the West line of said Parcel A, a distance of 60.00 feet to the Southeast corner of Lot 1, Block 1, of said plat of "LAKE VIEW HAVEN"; thence North 71° 28' 45" West along the South line of said Lot 1, Block 1, a distance of 110.00 feet to the Southwest corner of said Lot 1, Block 1 and the Easterly right-of-way line of State Road No. 9 (I-95); thence South 18° 31' 15" West, along said Easterly right-of-way line, a distance of 387.38 feet to the POINT OF BEGINNING aforesaid.

PARCEL 2:

A parcel of land lying in Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot A, as shown on the Plat of LAKE SHORE ESTATES, as recorded in Plat Book 25, page 26, of the public records of Palm Beach County, Florida; thence North 89° 58' 35" West (assumed), along the North line of said Lot A and its Westerly extension, a distance of 220 feet, more or less, to a point in the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida; thence North 00° 06' 21" East, along said line, a distance of 0.21 feet to the POINT OF BEGINNING of the parcel to be herein described and to the point of curvature of a curve concave to the Southeast, having a central angle of 89° 55' 15", and a radius of 150 feet; thence Northerly and Easterly, along the arc of said curve, a distance of 235.41 feet to the point of tangency of said curve; thence South 89° 58' 35" East, parallel to the said North line of Lot A, a distance of 70.21 feet to a point in the Northerly extension of the West right-of-way line of Lake Drive, as shown on said

Plat of "LAKE SHORE ESTATES"; thence continue South 89° 58' 35" East, a distance of 60 feet to a point on the East right-of-way line of Lake Drive, 10 feet South of the Northwest corner of Lot 16, as shown on LAKE EDEN SUBDIVISION PLAT NO. 1, as recorded in Plat Book 28, page 216, of the public records of Palm Beach County, Florida; thence North 00° 06' 21" East, along the West line of said Lot 16, a distance of 10 feet to the said Northwest corner of Lot 16; thence South 89° 58' 35" East, along the North line of said Lots 13, 14, 15 and 16, as shown on Plat of "LAKE EDEN SUBDIVISION PLAT NO. 1", a distance of 467.49 feet to a point in the Southerly projection and the West line of said Lots 5 and 6 of said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 1"; thence due North along said Southerly projection and the West line of said Lots 5 and 6, a distance of 430.0 feet to the Northwest corner of said Lot 5 and the North line of the Plat of "LAKE EDEN SUBDIVISION PLAT NO. 1"; thence South 89° 58' 35" East, along the said North line of LAKE EDEN SUBDIVISION PLAT NO. 1, a distance of 733.30 feet to the Northeast corner of Lot 1 of said plat of "LAKE EDEN SUBDIVISION PLAT NO. 1"; thence North 89° 42' 20" East, parallel with the South line of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 5, Township 46 South, Range 43 East, a distance of 425.58 feet to a point in the West right-of-way line of Swinton Avenue as recorded in Road Plat Book 3, pages 250 and 251; thence North 10° 52' 17" West, along said West right-of-way line, a distance of 100.73 feet to the Southeast corner of Lot 35 and the South line of "LAKE EDEN SUBDIVISION PLAT NO. 3", as recorded in Plat Book 28, page 219, of the public records of Palm Beach County, Florida; thence South 88° 55' 03" West along the said South line of "LAKE EDEN SUBDIVISION PLAT NO. 3", a distance of 539.96 feet to the Southwest corner of Lot 31 and the Southwest corner of said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 3"; thence due North along the West line of the said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 3", a distance of 638.36 feet to an intersection with the South line of the North 1/2 of the North 1/2 of the Southeast 1/4 of said Section 5, Township 46 South, Range 43 East; thence South 89° 20' 00" West, along the said South line of the North 1/2 of the North 1/2 of the Southeast 1/4 of Section 5, a distance of 1148.98 feet to an intersection with the West right-of-way line of Lake Worth Drainage District's Canal No. E-4; thence North 41° 56' 30" East, along the said West right-of-way line, a distance of 58.45 feet to the Southeasterly corner of Lot 41, Block 2, as shown on "LAKE EDEN SUBDIVISION PLAT NO. 2", as recorded in Plat Book 29, page 53, of the public records of Palm Beach County, Florida; thence North 71° 28' 45" West, along the Southwesterly line of Lots 41, 42 and 43, Block 2, as shown on said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 2", a distance of 256.34 feet; thence South 21° 14' 45" East, along the Easterly line of Lots 13, 14, 15 and 16, Block 1, a distance of 523.34 feet to the Southeast corner of Lot 13, Block 1, of "LAKE EDEN SUBDIVISION PLAT NO. 2"; thence North 68° 45' 15" East, a distance of 310 feet; thence North 21° 14' 45" West, a distance of 25 feet; thence North 68° 45' 15" East, a distance of 400 feet; thence South 21° 14' 45" East, a distance of 250 feet; thence South 68° 45' 15" West, a distance of 400 feet; thence North 21° 14' 45" West, a distance of 26 feet; thence South 68° 14' 45" West, a distance of 310 feet to the Northeasterly corner of Lot 12, of said "LAKE EDEN SUBDIVISION PLAT NO. 2"; thence South 21° 14' 45" East, along the Easterly line of Lots 10, 11 and 12, Block 1, of "LAKE EDEN SUBDIVISION PLAT NO. 2", a distance of 315 feet to the beginning of a curve concave to the West having a radius of 150 feet and a central angle of 90° 00' 00"; thence Southerly and Southwesterly, along the arc of said curve, a distance of 235.62 feet to the end of said curve; thence South 68° 45' 15" West, along the South line of the Plat of "LAKE EDEN SUBDIVISION PLAT NO. 2", a distance of 125 feet to the beginning of a curve concave to the North, having a radius of 150 feet and a partial central angle of 70° 58' 26"; thence Westerly and Northwesterly along the arc of said curve, a distance of 185.81 feet to an intersection with the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East; thence South 0° 06' 21" West, along the said East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, a distance of 266.58 feet to the POINT OF BEGINNING aforesaid; LESS and not including right-of-way for Lake Drive.

LESS AND EXCEPT THEREFROM that portion as conveyed by Deed recorded in Official Records Book 1719, Page 121B, of the Public Records of Palm Beach County, Florida.

LESS AND EXCEPT THEREFROM that portion as conveyed by Deed recorded in Official Records Book 5210, Page 1800, of the Public Records of Palm Beach County, Florida.

PARCEL 3:

A parcel of land in the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida, bounded as follows:

On the North by the South line of "LAKE EDEN SUBDIVISION PLAT NO. 4", as recorded in Plat Book 30, page 122, of the public records of Palm Beach County, Florida; on the East by the West line of "LAKE EDEN SUBDIVISION PLAT NO. 3", as recorded in Plat Book 29, page 219, of the public records of Palm Beach County, Florida; on the South by the South line of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East; and on the West by the Easterly right-of-way line of Lake Worth Drainage District's right-of-way for Canal No. E-4.

PARCEL 4:

A parcel of land lying in Sections 4 and 5, Township 46 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the intersection of the line between Sections 4 and 5, Township 46 South, Range 43 East, Palm Beach County, Florida and the South line of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 4; thence Easterly along the said South line of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 4, a distance of 105.49 feet, more or less, to the Southwest corner of the Plat of LAKE HEIGHTS, as recorded in Plat Book 23, page 206, of the public records of Palm Beach County, Florida; thence North 0° 13' 30" West, on an assumed bearing along the West boundary line of said plat, a distance of 570.44 feet to the Northerly right-of-way line of Coconut Road as shown on the said plat of "LAKE HEIGHTS"; also being the POINT OF BEGINNING; thence North 89° 53' 00" West, along the Westerly extension of the North right-of-way line of Coconut Road, a distance of 285.91 feet to a point in the Easterly right-of-way of Swinton Avenue as recorded in Plat Book 3, pages 250 and 251, of the public records of Palm Beach County, Florida; thence South 10° 52' 17" East, along the Easterly right-of-way line, a distance of 40.74 feet to a point on a line parallel to and 40.00 feet South, when measured at right angles to the said Westerly extension of the North right-of-way line of Coconut Road; thence South 89° 53' 00" East, along said parallel line, being also the Westerly extension of South right-of-way line of Coconut Road, a distance of 278.39 feet to an intersection with the West line of the said plat of "LAKE HEIGHTS"; thence North 00° 13' 30" West, along the West line of the said plat of "LAKE HEIGHTS", a distance of 40.00 feet to the POINT OF BEGINNING aforesaid.

EXHIBIT "B"

"COUNTY PROPERTY"

LEGAL DESCRIPTION
PARCEL "A"

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTIONS 5 AND 8, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING BOUNDED ON THE EAST BY LAKE IDA, ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF THE L-30 CANAL, ON THE WEST BY THE EAST RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9) AND ON THE NORTH BY A LINE 312.00 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF THE SOUTH $\frac{1}{4}$ OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 5, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9) AND THE NORTH LINE OF THE SOUTH THREE-QUARTERS ($S \frac{3}{4}$) OF THE SOUTH ONE-HALF ($S \frac{1}{2}$) OF SAID SECTION 5, SAID POINT BEING 387.36 FEET SOUTHERLY OF (AS MEASURED ALONG THE EAST RIGHT OF WAY LINE OF SAID INTERSTATE 95) THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, LAKE VIEW HAVEN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 32, PAGE 53, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THENCE $S18^{\circ}31'15''W$ ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1745.57 FEET TO THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1768, PAGE 405 SAID PUBLIC RECORDS.

THENCE $S89^{\circ}58'35''E$ ALONG A LINE 312.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH $\frac{1}{4}$ OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 5 AND SAID SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1768, PAGE 405, A DISTANCE OF 300 FEET.

THENCE $S04^{\circ}53'39''W$, A DISTANCE OF 191.46 FEET.

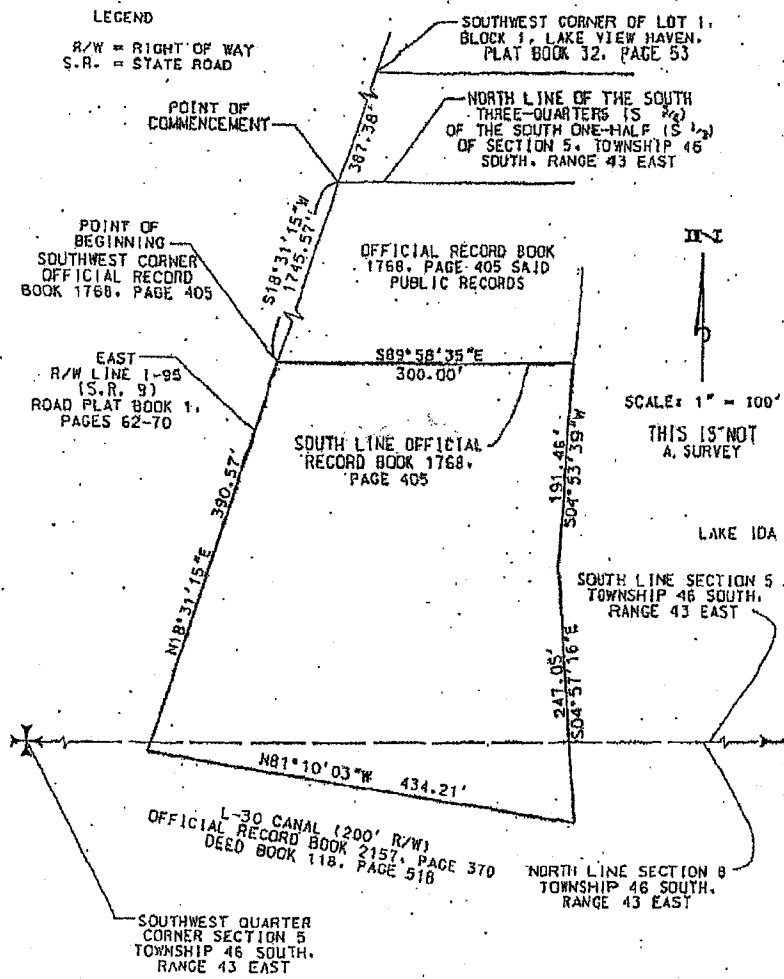
THENCE $S04^{\circ}57'18''E$, A DISTANCE OF 247.05 FEET.

THENCE $N81^{\circ}10'03''W$ ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 434.21 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9).

THENCE $N18^{\circ}31'15''E$ ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 390.57 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN PALM BEACH COUNTY, FLORIDA, CONTAINING 3.3304 ACRES (145,074 SQUARE FEET) MORE OR LESS.

PARCEL "A"



PARCEL "B"

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTIONS 5 AND 8, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF THE L-30 CANAL AND ON THE NORTH BY A LINE 48.00 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF THE SOUTH $\frac{1}{4}$ OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 5, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD NO. 9) AND THE NORTH LINE OF THE SOUTH THREE-QUARTERS ($S \frac{3}{4}$) OF THE SOUTH ONE-HALF ($S \frac{1}{2}$) OF SAID SECTION 5, SAID POINT BEING 397.38 FEET SOUTHERLY OF (AS MEASURED ALONG THE EAST RIGHT OF WAY LINE OF SAID INTERSTATE 95) THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, LAKE VIEW HAVEN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 32, PAGE 53, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THENCE $S18^{\circ}31'15''W$ ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1745.57 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1768, PAGE 405 SAID PUBLIC RECORDS.

THENCE $S89^{\circ}58'35''E$ ALONG A LINE 312.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH $\frac{1}{4}$ OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 5 AND SAID SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1768, PAGE 405, A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING.

THENCE $N18^{\circ}31'15''E$, A DISTANCE OF 380.00 FEET.

THENCE $S89^{\circ}58'35''E$, A DISTANCE OF 84.36 FEET.

THENCE $S18^{\circ}31'15''W$, A DISTANCE OF 397.21 FEET.

THENCE $S04^{\circ}53'39''W$, A DISTANCE OF 175.01 FEET.

THENCE $S04^{\circ}57'16''E$, A DISTANCE OF 259.79 FEET.

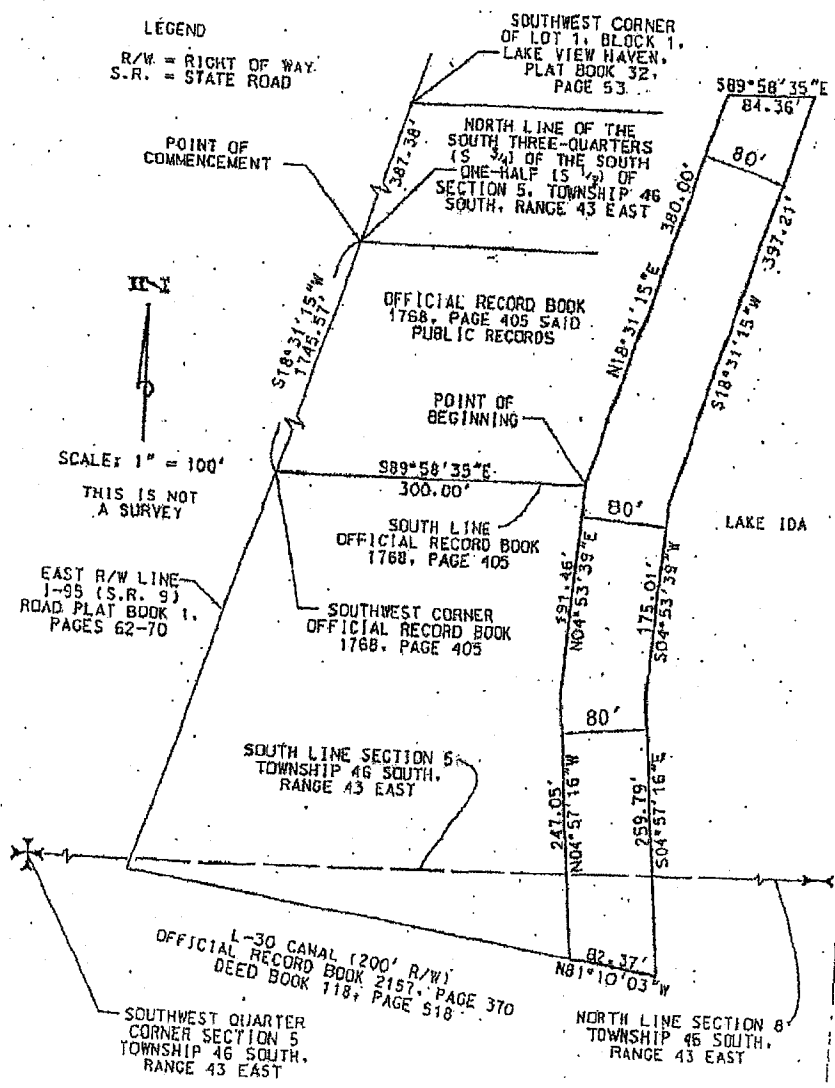
THENCE $N81^{\circ}10'03''W$, A DISTANCE OF 82.37 FEET.

THENCE $N04^{\circ}57'16''W$, A DISTANCE OF 247.05 FEET.

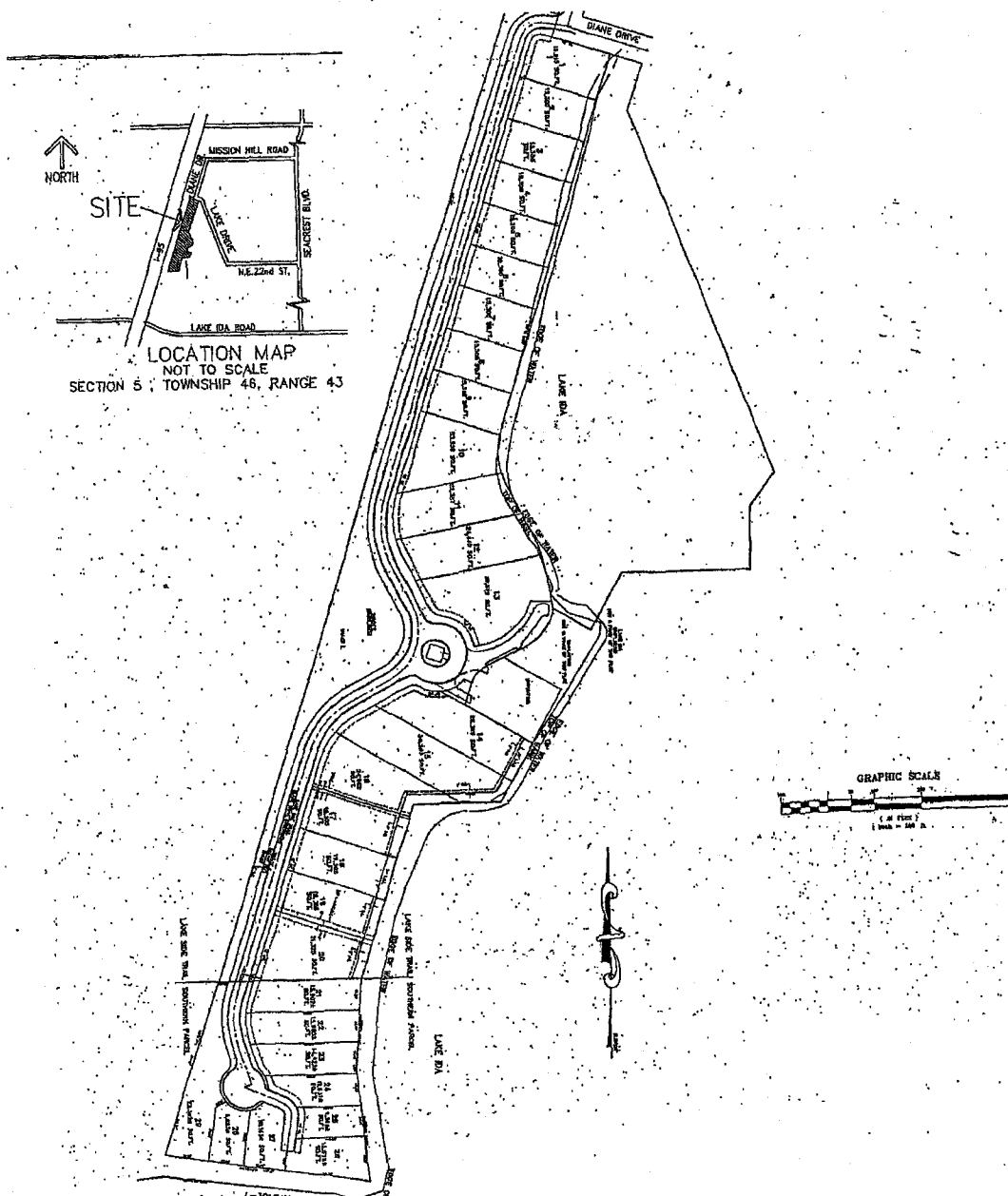
THENCE $N04^{\circ}53'39''E$, A DISTANCE OF 191.46 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN PALM BEACH COUNTY, FLORIDA, CONTAINING 1.5156 ACRES (66,020 SQUARE FEET).

PARCEL "B"



EASEMENT PREMISES



**GRANTOR'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)**

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 David C. Paladino, II, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President of National Land Company, Inc., a Florida corporation (the "Owner"), which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 1528 N. Lakeside Drive, Lake Worth, Florida 33460

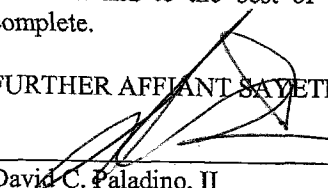
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its purchase of an easement interest in the Property.

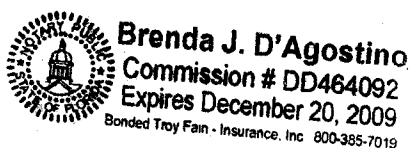
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

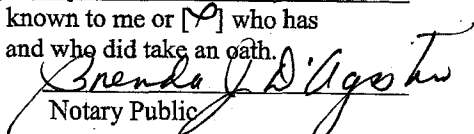
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.


_____, Affiant
David C. Paladino, II

The foregoing instrument was sworn to, subscribed and acknowledged before me this 15th day of September, 2009, by David C. Paladino [] who is personally known to me or [X] who has produced FL. Driver License as identification and who did take an oath.




Notary Public

Brenda J. D'Agostino
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 12/20/2009

EXHIBIT "A"

PROPERTY

PARCEL 1:

A parcel of land lying in Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida, said parcel being more particularly described as follows:

Beginning at a point where the East right-of-way line of State Road No. 9 (I-95) intersects the North line of the South 3/4 of the South 1/2 of said Section 5, said point also being 387.38 feet (as measured along said East right-of-way line) South of the Southwest corner of Lot 1, Block 1, "LAKE VIEW HAVEN", as recorded in Plat Book 32, pages 53 and 54, of the public records of Palm Beach County, Florida; thence along said right-of-way line South 18° 31' 15" West (assumed), a distance of 1365.57 feet to a point in the Northwest corner of that certain parcel described in Official Records Book 1788, page 405; thence South 18° 31' 15" West, a distance of 380.00 feet, more or less; thence South 89° 58' 35" East, and parallel with the North line of the South 1/4 of the South 1/2 of said Section 5, a distance of 300.00 feet, more or less, to the approximate shore line of Lake Ida as maintained; thence North 18° 31' 15" East, along said shore line, a distance of 380.00 feet, more or less, to a point on a line 48.00 feet North of and parallel to the said North line of the South 1/4 of the South 1/2 of Section 5; thence South 89° 58' 35" East, a distance of 185.00 feet; thence North 30° 25' 48" East, a distance of 138.00 feet; thence North 59° 34' 14" West, a distance of 162.67 feet; thence North 18° 49' 16" East, a distance of 38.91 feet to a point of curvature; thence Northerly along the arc of a curve to the Southeast having a radius of 67.65 feet and a central angle of 49° 03' 30", a distance of 57.92 feet; thence North 65° 52' 48" East, on a line tangent to the last described curve a distance of 90.85 feet to a point of curvature; thence Northerly, along the arc of a curve, concave to the Northwest having a radius of 108.26 feet and a central angle of 53° 41' 47", a distance of 99.58 feet; thence South 59° 34' 14" East, a distance of 83.09 feet; thence North 30° 25' 46" East, a distance of 137.40 feet; thence South 89° 34' 14" East, a distance of 275.96 feet; thence North 01° 39' 45" East, a distance of 125.40 feet; thence North 37° 41' 35" East, a distance of 88.34 feet; thence North 0° 52' 00" East, a distance of 5.28 feet to the intersection of the Westerly line of Block 1, "LAKE EDEN SUBDIVISION PLAT NO. 2", as recorded in Plat Book 29, page 53, of the public records of Palm Beach County, Florida; thence North 21° 14' 45" West, along said Westerly line of Block 1, a distance of 803.98 feet to the most Westerly corner of Lot 1, of said Block 1, of "LAKE EDEN SUBDIVISION PLAT NO. 2"; thence North 18° 30' 15" East, along the Northwestern line of said Lot 1, Block 1, a distance of 101.11 feet to the Southeast corner of Parcel A, as shown on the plat of "LAKE VIEW HAVEN", as recorded in Plat Book 32, pages 53 and 54, of the public records of Palm Beach County, Florida; thence North 71° 28' 45" West, along the South line of said Parcel A, a distance of 199.88 feet to the Southwest corner of said Parcel A; thence North 18° 31' 15" East along the West line of said Parcel A, a distance of 60.00 feet to the Southeast corner of Lot 1, Block 1, of said plat of "LAKE VIEW HAVEN"; thence North 71° 28' 45" West along the South line of said Lot 1, Block 1, a distance of 110.00 feet to the Southwest corner of said Lot 1, Block 1 and the Easterly right-of-way line of State Road No. 9 (I-95); thence South 18° 31' 15" West, along said Easterly right-of-way line, a distance of 387.38 feet to the POINT OF BEGINNING aforesaid.

PARCEL 2:

A parcel of land lying in Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot A, as shown on the Plat of LAKE SHORE ESTATES, as recorded in Plat Book 25, page 26, of the public records of Palm Beach County, Florida; thence North 89° 58' 35" West (assumed), along the North line of said Lot A and its Westerly extension, a distance of 220 feet, more or less, to a point in the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida; thence North 00° 08' 21" East, along said line, a distance of 0.21 feet to the POINT OF BEGINNING of the parcel to be herein described and to the point of curvature of a curve concave to the Southeast, having a central angle of 89° 55' 15", and a radius of 150 feet; thence Northerly and Easterly, along the arc of said curve, a distance of 235.41 feet to the point of tangency of said curve; thence South 89° 58' 35" East, parallel to the said North line of Lot A, a distance of 70.21 feet to a point in the Northerly extension of the West right-of-way line of Lake Drive, as shown on said

Plat of "LAKE SHORE ESTATES"; thence continue South 89° 58' 35" East, a distance of 60 feet to a point on the East right-of-way line of Lake Drive, 10 feet South of the Northwest corner of Lot 16, as shown on LAKE EDEN SUBDIVISION PLAT NO. 1, as recorded in Plat Book 28, page 216, of the public records of Palm Beach County, Florida; thence North 00° 06' 21" East, along the West line of said Lot 16, a distance of 10 feet to the said Northwest corner of Lot 16; thence South 89° 58' 35" East, along the North line of said Lots 13, 14, 15 and 16, as shown on Plat of "LAKE EDEN SUBDIVISION PLAT NO. 1", a distance of 467.49 feet to a point in the Southerly projection and the West line of said Lots 5 and 6 of said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 1"; thence due North along said Southerly projection and the West line of said Lots 5 and 6, a distance of 430.0 feet to the Northwest corner of said Lot 5 and the North line of the Plat of "LAKE EDEN SUBDIVISION PLAT NO. 1"; thence South 89° 58' 35" East, along the said North line of LAKE EDEN SUBDIVISION PLAT NO. 1, a distance of 733.30 feet to the Northeast corner of Lot 1 of said plat of "LAKE EDEN SUBDIVISION PLAT NO. 1"; thence North 89° 42' 20" East, parallel with the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 5, Township 46 South, Range 43 East, a distance of 425.58 feet to a point in the West right-of-way line of Swinton Avenue as recorded in Road Plat Book 3, pages 250 and 251; thence North 10° 52' 17" West, along said West right-of-way line, a distance of 100.73 feet to the Southeast corner of Lot 35 and the South line of "LAKE EDEN SUBDIVISION PLAT NO. 3", as recorded in Plat Book 28, page 219, of the public records of Palm Beach County, Florida; thence South 88° 55' 03" West along the said South line of "LAKE EDEN SUBDIVISION PLAT NO. 3", a distance of 539.96 feet to the Southwest corner of Lot 31 and the Southwest corner of said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 3"; thence due North along the West line of the said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 3", a distance of 638.36 feet to an intersection with the South line of the North 1/2 of the North 1/2 of the Southeast 1/4 of said Section 5, Township 46 South, Range 43 East; thence South 89° 20' 00" West, along the said South line of the North 1/2 of the North 1/2 of the Southeast 1/4 of Section 5, a distance of 1148.96 feet to an intersection with the West right-of-way line of Lake Worth Drainage District's Canal No. E-4; thence North 41° 56' 30" East, along the said West right-of-way line, a distance of 58.45 feet to the Southeasterly corner of Lot 41, Block 2, as shown on "LAKE EDEN SUBDIVISION PLAT NO. 2", as recorded in Plat Book 29, page 53, of the public records of Palm Beach County, Florida; thence North 71° 28' 45" West, along the Southwesterly line of Lots 41, 42 and 43, Block 2, as shown on said Plat of "LAKE EDEN SUBDIVISION PLAT NO. 2", a distance of 256.34 feet; thence South 21° 14' 45" East, along the Easterly line of Lots 13, 14, 15 and 16, Block 1, a distance of 523.34 feet to the Southeast corner of Lot 13, Block 1, of "LAKE EDEN SUBDIVISION PLAT NO. 2"; thence North 68° 45' 15" East, a distance of 310 feet; thence North 21° 14' 45" West, a distance of 25 feet; thence North 68° 45' 15" East, a distance of 400 feet; thence South 21° 14' 45" East, a distance of 250 feet; thence South 68° 45' 15" West, a distance of 400 feet; thence North 21° 14' 45" West, a distance of 25 feet; thence South 68° 14' 45" West, a distance of 310 feet to the Northeasterly corner of Lot 12, of said "LAKE EDEN SUBDIVISION PLAT NO. 2"; thence South 21° 14' 45" East, along the Easterly line of Lots 10, 11 and 12, Block 1, of "LAKE EDEN SUBDIVISION PLAT NO. 2", a distance of 315 feet to the beginning of a curve concave to the West having a radius of 150 feet and a central angle of 90° 00' 00"; thence Southerly and Southwesterly, along the arc of said curve, a distance of 235.62 feet to the end of said curve; thence South 68° 45' 15" West, along the South line of the Plat of "LAKE EDEN SUBDIVISION PLAT NO. 2", a distance of 125 feet to the beginning of a curve concave to the North, having a radius of 150 feet and a partial central angle of 70° 58' 26"; thence Westerly and Northwesterly along the arc of said curve, a distance of 185.81 feet to an intersection with the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East; thence South 0° 06' 21" West, along the said East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4, a distance of 266.58 feet to the POINT OF BEGINNING aforescribed; LESS and not including right-of-way for Lake Drive.

LESS AND EXCEPT THEREFROM that portion as conveyed by Deed recorded in Official Records Book 1719, Page 1218, of the Public Records of Palm Beach County, Florida.

LESS AND EXCEPT THEREFROM that portion as conveyed by Deed recorded in Official Records Book 5210, Page 1800, of the Public Records of Palm Beach County, Florida.

PARCEL 3:

A parcel of land in the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East, Palm Beach County, Florida, bounded as follows:

On the North by the South line of "LAKE EDEN SUBDIVISION PLAT NO. 4", as recorded in Plat Book 80, page 122, of the public records of Palm Beach County, Florida; on the East by the West line of "LAKE EDEN SUBDIVISION PLAT NO. 3", as recorded in Plat Book 29, page 219, of the public records of Palm Beach County, Florida; on the South by the South line of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 46 South, Range 43 East; and on the West by the Easterly right-of-way line of Lake Worth Drainage District's right-of-way for Canal No. E-4.


PARCEL 4:

A parcel of land lying in Sections 4 and 5, Township 46 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the intersection of the line between Sections 4 and 5, Township 46 South, Range 43 East, Palm Beach County, Florida and the South line of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 4; thence Easterly along the said South line of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 4, a distance of 105.49 feet, more or less, to the Southwest corner of the Plat of LAKE HEIGHTS, as recorded in Plat Book 23, page 206, of the public records of Palm Beach County, Florida; thence North 0° 13' 30" West, on an assumed bearing along the West boundary line of said plat, a distance of 570.44 feet to the Northerly right-of-way line of Coconut Road as shown on the said plat of "LAKE HEIGHTS"; also being the POINT OF BEGINNING; thence North 89° 53' 00" West, along the Westerly extension of the North right-of-way line of Coconut Road, a distance of 285.91 feet to a point in the Easterly right-of-way of Swinton Avenue as recorded in Plat Book 3, pages 250 and 251, of the public records of Palm Beach County, Florida; thence South 10° 52' 17" East, along the Easterly right-of-way line, a distance of 40.74 feet to a point on a line parallel to and 40.00 feet South, when measured at right angles to the said Westerly extension of the North right-of-way line of Coconut Road; thence South 89° 53' 00" East, along said parallel line, being also the Westerly extension of South right-of-way line of Coconut Road, a distance of 278.39 feet to an intersection with the West line of the said plat of "LAKE HEIGHTS"; thence North 00° 13' 30" West, along the West line of the said plat of "LAKE HEIGHTS", a distance of 40.00 feet to the POINT OF BEGINNING aforesaid.

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

NAME	ADDRESS	PERCENTAGE OF INTEREST
Paula Pedraza	2605 S. Green Blvd Hialeah, FL 33480	100%

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS		www.sunbiz.org			
Home	Contact Us	E-Filing Services	Document Searches	Forms	Help

[Previous on List](#) [Next on List](#) [Return To List](#)

Entity Name Search

[Events](#) [No Name History](#)

Detail by Entity Name

Florida Profit Corporation

NATIONAL LAND COMPANY, INC.

Filing Information

Document Number	P97000076495
FEI/EIN Number	650782049
Date Filed	09/02/1997
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	07/27/1999
Event Effective Date	NONE

Principal Address

DAVID PALADINO
1528 N. LAKESIDE DR.
LAKE WORTH FL 33406 US
Changed 06/25/2009

Mailing Address

DAVID PALADINO
1528 N. LAKESIDE DR.
LAKE WORTH FL 33406 US
Changed 06/25/2009

Registered Agent Name & Address

DAVID PALADINO
1528 N. LAKESIDE DR.
LAKE WORTH FL 33460 US
Name Changed: 06/25/2009
Address Changed: 06/25/2009

Officer/Director Detail

Name & Address

Title PSD
PALADINO, VICTORIA
C/O HUFFMAN 350 ROYAL PALM WAY #409
PALM BEACH FL 33480
Title VP
PALADINO, DAVID C

C/O HUFFMAN 350 ROYAL PALM WAY #409
PALM BEACH FL 33480

Annual Reports

Report Year Filed Date

2007	04/28/2007
2008	05/05/2008
2009	06/25/2009

Document Images

06/25/2009 -- ANNUAL REPORT	View image in PDF format
05/05/2008 -- ANNUAL REPORT	View image in PDF format
04/28/2007 -- ANNUAL REPORT	View image in PDF format
05/05/2006 -- ANNUAL REPORT	View image in PDF format
05/04/2005 -- ANNUAL REPORT	View image in PDF format
05/03/2004 -- ANNUAL REPORT	View image in PDF format
01/15/2004 -- Reg. Agent Change	View image in PDF format
04/24/2003 -- ANNUAL REPORT	View image in PDF format
05/01/2002 -- ANNUAL REPORT	View image in PDF format
05/10/2001 -- ANNUAL REPORT	View image in PDF format
12/21/2000 -- ANNUAL REPORT	View image in PDF format
05/24/2000 -- ANNUAL REPORT	View image in PDF format
07/27/1999 -- REINSTATEMENT	View image in PDF format
09/02/1997 -- Domestic Profit Articles	View image in PDF format

Note: This is not official record. See documents if question or conflict.

[Previous on List](#)[Next on List](#)[Return To List](#)[Entity Name Search](#)[Events](#)[No Name History](#)[Submit](#)

[Home](#) | [Contact us](#) | [Document Searches](#) | [E-Filing Services](#) | [Forms](#) | [Help](#) |

Copyright and Privacy Policies
Copyright © 2007 State of Florida, Department of State.