

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 18, 2010 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) an Easement from Boca Highland Beach Club and Marina, Inc. (Boca Highland) for drainage; and

B) an Easement in favor of Boca Highland for landscaping and utilities, and ingress/egress in the western portion of the County's proposed Cam D. Milani Park located in the Town of Highland Beach.

Summary: The County is in the process of obtaining development approvals for Cam D. Milani Park, located in the Town of Highland Beach on the east and west sides of South Ocean Boulevard (State Road A1A), north of Spanish River Boulevard. Boca Highland is a property owners association which manages the common area of the development which is located immediately to the south, north and west of the western Park parcel, and has an access road, landscaping and utilities which encroach upon the Park property. There has been a long standing dispute with Boca Highland as to ownership of the affected land, which started long before the County acquired title to the Park. The County needs a drainage easement over Boca Highland's property for legal positive outfall in order to develop the Park. Boca Highland's encroaching improvements are located within the typical setback/buffer area and do not reduce the usable land area for the Park. Therefore, the parties have agreed to resolve this matter through exchange of easements. Boca Highland is granting the County an easement for storm water drainage. In exchange, the County is granting an easement to Boca Highland for landscaping, utilities, and ingress/egress to permit the existing improvements which serve Boca Highland to remain in place. The total area of the easements that the County is granting to Boca Highland is 13,701.1 square feet (.31 acre). The easements are being granted at no charge. (PREM) District 4 (HJF)

Background and Policy Issues: Boca Highland and the County's predecessor in title, the Milani family, engaged in a dispute concerning the location of the boundary between their properties. They entered into a Stipulation for Compromise and Settlement in 1980, pursuant to which the parties purportedly settled the dispute. Milani apparently did not properly enforce the settlement agreement by requiring Boca Highland to remove certain encroachments which existed upon the property conveyed by Boca Highland to Milani, and the alleged encroachments existed at the time the County acquired title. Boca Highland continues to assert that they are not encroaching.

(continued on page 3)

Attachments:

- 1. Location Map
- 2. Easement from Boca Highland Beach Club and Marina, Inc.
- 3. Easement in favor of Boca Highland Beach Club and Marina, Inc.
- 4. Disclosure of Beneficial Interests

Recommended By: [Signature] Army Wolf 4/30/10
Department Director Date

Approved By: [Signature] 5/10/10
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<i>* see below</i>	_____	_____	_____
# 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.*


C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 _____ OFMB	 _____ Contract Development and Control
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B. Legal Sufficiency:



 Assistant County Attorney

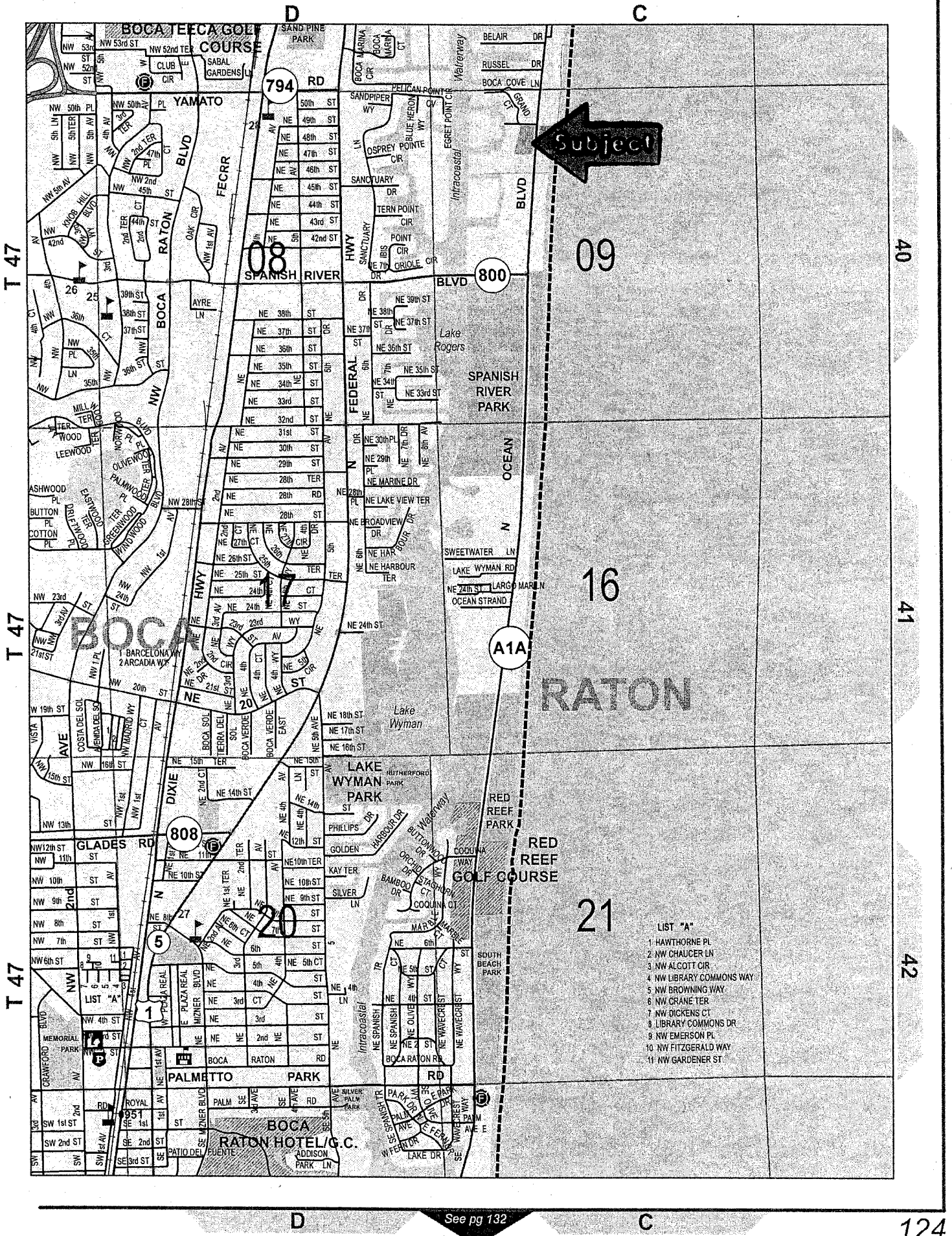
C. Other Department Review:

 Department Director

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

Background & Policy Issues (Cont'd):

Rather than pursue additional litigation over the disputed ownership, the parties have agreed to exchange easements to reflect the status quo, allow Boca Highland to keep the encroaching improvements in place, and provide the County with legal positive outfall for its proposed development of the Park. The landscape easement will be located along the southwestern and southern boundary of the Park property, is approximately 523.71 feet long, varies in width from 3 feet to 15 feet, and contains 3,655.1 square feet (approximately 0.08 acre). The utility easement areas will be located in the northeast and southeast corners of the Park property and along the northern and western boundary line, varies in length from 14 feet to 457 feet and varies in width from 5 feet to 26 feet, and contains 8,400.5 square feet (approximately .19 acre). The ingress/egress easement will be located in the southwest portion of the Park property, is approximately 197 feet long and 10 feet wide, and contains 1,645.5 square feet (approximately 0.04 acre). The total area of the easements that the County is granting to Boca Highland is 13,701.1 square feet (approximately 0.31 acre). The drainage easement which Boca Highland is granting the County will be located adjacent to the northwest corner of the Park property, varies in length from 67.16 feet to 80.22 feet, is approximately 30 feet wide, and contains 2,005.3 square feet (approximately 0.05 acre).



LOCATION MAP

ATTACHMENT # 1

Handwritten signature or initials.

Prepared by:

Howard J. Falcon, III, Sr. Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791

Return to:

Ross C. Hering, Director
Palm Beach County
Property and Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

Portions of Property Control Numbers:

24-43-47-09-00-001-0070
24-43-47-09-00-001-0100
24-43-47-09-00-002-0330

EASEMENT

THIS IS AN EASEMENT ("Easement") made _____, granted by **BOCA HIGHLAND BEACH CLUB AND MARINA, INC.**, (f/k/a Boca Highland Center, Inc.) a Florida non-profit corporation ("Grantor"), whose address is 4801 South Ocean Boulevard, Highland Beach, Florida 33487-5305, in favor of **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), whose address is 301 North Olive Avenue, Suite 601, West Palm Beach, Florida 33401-4791 ("County").

WHEREAS, Grantor owns the property described on **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter the "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, County is in the process of developing the County Property for use as a public park and, in conjunction therewith, has requested that Grantor grant to County a drainage easement over the Burdened Property for legal positive outfall of the storm water drainage from the County Property; and

NOW, THEREFORE, Grantor and County for and in consideration of the sum of Ten Dollars (\$10.00) to the Grantor in hand paid by said County, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

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

2. Grantor does hereby grant to County, its successors and assigns, a perpetual non-exclusive easement in, on, over, under, through, and across the parcel of land located in Palm Beach County, Florida, legally described in **Exhibit "C"** attached hereto and made a part hereof (the "Drainage Easement Premises"), to construct, reconstruct, lay, enlarge, install, operate, maintain, relocate, repair, replace, improve, tie into, remove and inspect storm water drainage distribution facilities, which facilities shall consist of pipes and control structures, and all appurtenances thereto.

3. County, shall have the right, but not the obligation, to clear obstructions, and repair, enlarge, replace, and/or add to the existing storm water drainage distribution facilities that connect the Drainage Easement Premises to the drainage discharge point on the Burdened Property (the "Replacement Work") in order to accommodate County's drainage from the County Property through the Drainage Easement Premises to the drainage discharge point. County shall perform all such Replacement Work at County's sole expense. County shall promptly repair, replace and/or restore any improvements including landscaping and irrigation systems damaged during the performance of such Replacement Work. Grantor hereby grants County the right to access the Burdened Property to perform such Replacement Work.

4. County acknowledges and agrees that County's use and enjoyment of and interest in the Easement is and shall be strictly limited to that specifically granted herein. County further agrees to exercise the rights granted hereunder in a commercially reasonable manner in order to minimize the impact upon Grantor's use and enjoyment of the Drainage Easement Premises.

5. This Easement shall be an easement appurtenant to the Benefitted Property and shall inure to the benefit of and shall burden County, and its successors and assigns, and shall run with the title to the Benefitted Property and Burdened Property.

6. County shall be solely responsible for and shall, at all times, maintain and repair and replace when necessary at its sole cost and expense all improvements constructed by County within the Drainage Easement Premises pursuant to this Easement. Additionally, County shall promptly repair, replace and/or restore the Easement Premises and the existing improvements, including earth, fill and landscaping, to the condition they were in prior to exercise of any rights granted hereunder, using materials of like kind and quality. In the event County fails to maintain or repair its improvements within the

Drainage Easement Premises after receipt of ten (10) days written notice from Grantor, Grantor may perform the necessary maintenance or repair work and be reimbursed by County for such expense.

7. County shall obtain from Grantor and any other necessary governmental entities written approval of all plans relating to construction of any improvement within the Drainage Easement Premises, and for the Replacement Work if such is performed, prior to commencement of construction thereof. County shall give Grantor ten (10) days written notice prior to commencement of construction, except in case of an emergency when no notice shall be required.

8. Any improvements constructed pursuant hereto shall be constructed at County's sole cost and expense, in good, workmanlike, and presentable fashion, in accordance with the approved plans and all permits related thereto and applicable statutes, codes, rules, regulations, and ordinances, and shall be diligently pursued to completion.

9. Neither County's nor Grantor's interest in the Easement Premises shall be subject to liens arising from County's use of the Easement Premises, or exercise of the rights granted hereunder. County shall promptly cause any lien imposed against the Easement Premises to be discharged or transformed to bond.

10. 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.

11. County shall, during the entire Term hereof, provide Grantor with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Hundred Thousand Dollars (\$100,000) per person and Two Hundred Thousand Dollars (\$200,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440, Florida Statutes. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

12. The grant of easement contained herein is for the use and benefit of County, its successors and assigns, as owner of the Benefitted Property, and is not intended and

shall not be construed as a dedication to the public of any portion of the Drainage Easement Premises for public use.

13. Grantor hereby retains all rights relating to the Drainage Easement Premises not specifically conveyed by this Easement including the right to use the Drainage Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Drainage Easement Premises or the right to use the improvements therein.

14. 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.

15. This Easement is an easement appurtenant to the Benefitted Parcel and may not be transferred or assigned separately or apart from the Benefitted Property.

16. 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.

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 be 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. No amendment shall be effective unless the same is in writing and signed by all parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Signed in the presence of:

GRANTOR:

BOCA HIGHLAND BEACH CLUB AND MARINA, INC., (f/k/a Boca Highland Center, Inc.) a Florida non-profit corporation

By: Arnold R. Bank
Arnold R. Bank, President

[Signature]
(Signature of witness)

Rick Stuts
(Print name of witness)

[Signature]
(Signature of witness)

ALLEN STRUMWASSER
(Print name of witness)

(SEAL)

ATTEST:
[Signature]
Daniel E. Palaske, Secretary

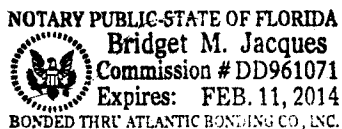
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th day of APRIL, 2010, by Arnold R. Bank the President of Boca Highland Center, Inc., (f/k/a Boca Highland Center, Inc.) a Florida non-profit corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

(SEAL)

Bridget M Jacques
Notary Public
BRIDGET M JACQUES
Print Notary Name

NOTARY PUBLIC, State of Florida at Large
Commission Number: DD961071
My Commission Expires: FEB 11, 2014



ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

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

EXHIBIT "A"
"BURDENED PROPERTY"

All of the Property set forth in the Declaration of Protective Covenants, Restrictions and Easements For Boca Highland, as recorded in Official Record Book 2946, Page 1353 of the public records of Palm Beach County, Florida, as amended.

EXHIBIT "B"
"COUNTY PROPERTY"
OR
"BENEFITTED PROPERTY"

A parcel of land in the North half of Government Lot 1, Section 9, Township 47 South, Range 43 East, Palm Beach County, Florida:

Beginning at the intersection of the West right-of-way line of State Road A-1-A and a line parallel with and 300 feet northerly from (measured at right angles to) the South line of the North half of said Government Lot 1, said point of intersection being the Point of Beginning and southeast corner of the herein described parcel of land, said Point of Beginning also being in the arc of a curve concave to the East and having a radius of 28,697.90 feet; thence, northerly, along the West right-of-way line of State Road A-1-A and along the arc of said curve, a distance of 446.53 feet to the North line of the South 122.265 feet of the North 244.52 feet of the South 867.00 feet of the North ½ of Government Lot 1, thence North 89° 34'30" West 232.55 feet; thence South 11° 29'05" West 71.17 feet; thence, South 14° 58'33" West 387.33 feet to a point in a line parallel with and 300.00 feet northerly from (measured at right angles to) the South line of the North half of said Government Lot 1; thence, South 89° 34'30" East 303.72 to the Point of Beginning.

EXHIBIT "C"
"DRAINAGE EASEMENT PREMISES"

LEGAL DESCRIPTION


AN EASEMENT IN THE NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1 IN SECTION 9, TOWNSHIP 47 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF OCEAN BOULEVARD (STATE ROAD 140) AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP FROM BOCA RATON INLET TO SOUTH LINE DELRAY BEACH, DRAWING No.93060-2103, WITH THE NORTH LINE OF THE SOUTH 122.265 FEET OF THE NORTH 244.52 FEET OF THE SOUTH 867.00 FEET OF THE SAID NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1;
 THENCE ALONG SAID NORTH LINE OF THE SOUTH 122.265 FEET, S89°21'09"W FOR 207.37 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUE S89°21'09"W FOR 25.18 FEET;
 THENCE S10°24'39"W FOR 16.62 FEET;
 THENCE N54°04'53"W FOR 67.16 FEET;
 THENCE N35°55'07"E FOR 30.00 FEET;
 THENCE S54°04'53"E FOR 80.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 2005.3 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S89°21'09"W ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.


 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 3/26/10

BP BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION	
DRAWN: MDB	PROJ. No. 10-015
CHECKED: JEP	SCALE: NONE
MILANI PARK	DATE: 3-26-10
DRAINAGE EASEMENT	SHEET 1 OF 2

NORTH LINE OF THE SOUTH 867' OF THE NORTH 1/2 OF GOVERNMENT LOT 1

S89°21'09"W

N35°55'07"E
30.00'
S54°04'53"E
80.22'

P.O.B.

S89°21'09"W 207.37'

P.O.C.

THE NORTH LINE OF THE SOUTH
122.265 FEET OF THE NORTH 244.52
FEET OF THE SOUTH 867.00 FEET OF
THE NORTH ONE-HALF (1/2) OF
GOVERNMENT LOT 1

67.16'
N54°04'53"W

25.18'
16.62'
S10°24'39"W

244.52'
122.265'

50.00'

(ORB 3763 PG. 1106 & 1108)
(ORB 3759 PG. 1196)

N89°21'09"E

SECTION 9
TOWNSHIP 47 SOUTH
RANGE 43 EAST

867'

WEST RIGHT-OF-WAY
R=28,697.90'

OCEAN BOULEVARD (A1A) (STATE ROAD 140)
R=28,647.90'

AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP FROM
BOCA RATON INLET TO SOUTH LINE DELRAY BEACH (DRAWING No. 93060-2103)

ABBREVIATIONS

- P.O.B.- POINT OF BEGINNING
- P.O.C.- POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- O.R.B.- OFFICIAL RECORD BOOK
- Ⓞ - CENTERLINE

SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 1

(bearing basis)
S89°21'09"W



BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES

CERTIFICATE OF AUTHORIZATION # LB 6473

901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
(THIS SKETCH IS NOT A SURVEY)

DRAWN: MDB	PROJ. No. 10-015
CHECKED: JEP	SCALE: 1"=60'
MILANI PARK DRAINAGE EASEMENT	DATE: 3-26-10
	SHEET 2 OF 2

Prepared by:

Howard J. Falcon, III, Sr. Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791

Return to:

Ross C. Hering, Director
Palm Beach County
Property and Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

Portion of Property Control Number:
24-43-47-09-00-001-0060

EASEMENT

THIS IS AN EASEMENT made _____, granted by **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), whose address is 301 North Olive Avenue, Suite 601, West Palm Beach, Florida 33401-4791, in favor of **BOCA HIGHLAND BEACH CLUB AND MARINA, INC.**, (f/k/a Boca Highland Center, Inc.) a Florida non-profit corporation, whose address is 4801 South Ocean Boulevard, Highland Beach, Florida 33487-5305 ("Grantee").

WHEREAS, County owns the property described on **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter the "County Property" or "Burdened Property"); and

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

WHEREAS, there exist certain improvements upon the County Property which serve the Benefitted Property, which improvements have been in existence for a substantial period of time; and

WHEREAS, County is in the process of developing the County Property for use as a public park and, in conjunction therewith, has requested that Grantee grant to County a storm water drainage easement over the Benefitted Property for legal positive outfall; and

WHEREAS, Grantee has conditioned its willingness to grant the County the aforementioned easement on the County granting to Grantee an easement permitting the

Grantee's existing improvements located upon the County Property which serve the Benefitted Property to remain in place; and

WHEREAS, the County has determined that it is in the best interest of the County to grant Grantee an easement permitting Grantee to maintain such improvements in exchange for the easement rights being granted to County.

NOW, THEREFORE, for and in consideration of the storm water drainage easement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

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

2. County does hereby grant and convey unto Grantee, its successors and assigns, upon the conditions hereafter set forth, a perpetual non-exclusive easement for the operation, use, maintenance, repair, and replacement of the existing improvements identified on **Exhibit "C"** (the "Existing Improvements"), which are located upon, under or within the parcel of land legally described on **Exhibit "D"** (the "Landscape and Utility Premises"), which are attached hereto and by reference made a part hereof, together with the right of reasonable access thereto to exercise said the rights identified above. County also grants a perpetual non-exclusive Ingress/Egress Easement for the purposes of providing the Grantee pedestrian and vehicular access to and from the Benefitted Property over and through the existing asphalt driveway constructed within the parcel of land legally described in **Exhibit "E"** (the "Access Premises") attached hereto and made a part hereof. The Landscape and Utility Premises and the Access Premises will be collectively referred to as the "Easement Premises".

3. The parties acknowledge that County intends to construct a masonry wall inside the boundary of the County Property which wall will cross Grantee's underground sanitary sewer line. The wall will be constructed in such a manner to allow Grantee to excavate underneath the wall within the Landscape and Utility Premises, if necessary, in order for Grantee to maintain, repair, or replace the underground sanitary sewer line. Grantee shall have the right to landscape the property on the west side of the proposed wall including but not limited to relocating the areca palm trees identified on Exhibit "C", which landscaping and relocation shall be performed at Grantee's sole cost and expense. Grantee shall coordinate the landscaping and the timing of the tree relocation with County in order to not interfere with County's construction schedule. After County's construction of the wall, Grantee agrees to maintain the west and south side of the wall located on the west and south boundary of the County Property and keep it free of mildew and stains.

4. Grantee's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. County's sole intent in granting this Easement is to permit Grantee to maintain, repair, replace, use, and operate the Existing Improvements. This easement does not permit Grantee to construct additional improvements within the Easement Premises other than the landscaping as referenced herein in Section 3. Grantee shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon County's use and enjoyment of the Easement Premises and County's Property. Grantee shall, at Grantee's sole cost and expense, repair any damage to the County wall adjacent to the Easement Premises that may be caused by Grantee's exercise of the rights granted herein. County shall, at County's sole cost and expense, repair any damage to Grantee's sanitary sewer line located within the Easement Premises if sanitary sewer line is damaged during County's construction, maintenance, repair, replacement, and/or removal of the County wall.

5. Grantee shall be solely responsible for and shall, at all times, maintain in good condition and repair the Existing Improvements within the Easement Premises at its sole cost and expense. Additionally, Grantee shall promptly repair, replace and/or restore the Easement Premises and the Existing Improvements, including earth, fill and landscaping, to the condition they were in prior to exercise of any rights granted hereunder, using materials of like kind and quality. In the event Grantee fails to maintain or repair its improvements within the Easement Premises after receipt of ten (10) days written notice from County, County may perform the necessary maintenance or repair work and be reimbursed by Grantee for such expense.

6. If the Grantee, its successor or assigns, shall ever abandon the Easement granted hereby or cease to use the same, this Easement shall automatically terminate.

7. Neither County's nor Grantee's interest in the Easement Premises, nor County's interest in the Burdened Property shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Premises to be discharged or transferred to bond.

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

or negligence of Grantee and its members, officers, employees, contractors, subcontractors, agents or invitees.

9. Grantee shall provide, maintain and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate, bodily injury and property damage liability coverage. The General Liability policy shall include coverage for the Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. Coverage shall be provided on a primary basis.

The insurance policies shall name County as Additional Insured. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. Grantee shall provide County with a Certificate of Insurance evidencing the insurance coverages required herein. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Grantee under this Agreement. Furthermore, Grantee shall and hereby does hold County harmless from any loss or damage incurred or suffered by County due to Grantee's failure to maintain such insurance.

10. 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 County and Grantee and their respective successors and assigns, having or hereafter acquiring any right title or interest in or to all or any portion of the Benefitted Property or the Burdened Property. This Easement is an easement appurtenant to the Benefitted Property and the Burdened Property, may not be transferred or assigned separately or apart from the Benefitted Property or the Burdened Property, and shall run with the title to the Benefitted Property and Burdened Property.

11. In the event Grantee 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.

12. This Easement is granted without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record. Grantee is responsible for taking any action necessary, including but not limited to securing required permits and/or government approvals, to ensure that Grantee maintains, repairs, replaces, uses, and operates Grantee's existing improvements

located within the Easement Premises in compliance with all governmental regulations. Grantee shall be responsible for performing such compliance at its sole cost and expense.

13. 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.

14. 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 be 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.

15. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

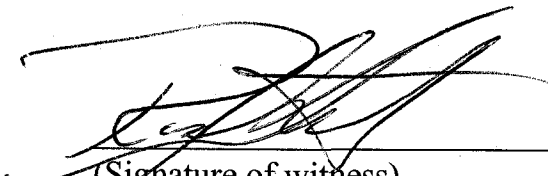
(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

Signed in the presence of:

GRANTEE:

BOCA HIGHLAND BEACH CLUB AND MARINA, INC., (f/k/a Boca Highland Center, Inc.), a Florida non-profit corporation

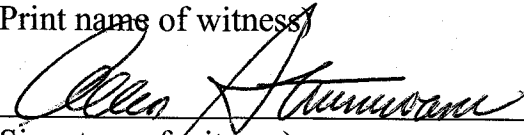


(Signature of witness)

By: Arnold R. Bank
Arnold R. Bank, President

Rick Stuts

(Print name of witness)

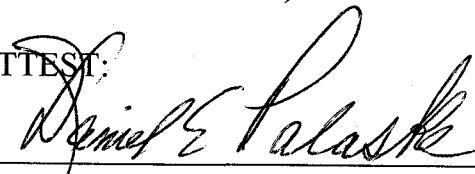


(Signature of witness)

ALLEN STRIMWASSER

(Print name of witness)

(SEAL)


ATTEST:


Daniel E. Palaske, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th day of April, 2010, by Arnold R. Bank the President of Boca Highland Beach Club and Marina, Inc., (f/k/a Boca Highland Center, Inc.), a Florida non-profit corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

(SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
 Bridget M. Jacques
Commission #DD961071
Expires: FEB. 11, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Bridget M Jacques
Notary Public
BRIDGET M JACQUES
Print Notary Name
NOTARY PUBLIC, State of Florida at Large
Commission Number: DD 961071
My Commission Expires: Feb 11, 2014

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

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

EXHIBIT "A"
"COUNTY PROPERTY"
OR
"BURDENED PROPERTY"

A parcel of land in the North half of Government Lot 1, Section 9, Township 47 South, Range 43 East, Palm Beach County, Florida:

Beginning at the intersection of the West right-of-way line of State Road A-1-A and a line parallel with and 300 feet northerly from (measured at right angles to) the South line of the North half of said Government Lot 1, said point of intersection being the Point of Beginning and southeast corner of the herein described parcel of land, said Point of Beginning also being in the arc of a curve concave to the East and having a radius of 28,697.90 feet; thence, northerly, along the West right-of-way line of State Road A-1-A and along the arc of said curve, a distance of 446.53 feet to the North line of the South 122.265 feet of the North 244.52 feet of the South 867.00 feet of the North ½ of Government Lot 1, thence North 89° 34'30" West 232.55 feet; thence South 11° 29'05" West 71.17 feet; thence, South 14° 58'33" West 387.33 feet to a point in a line parallel with and 300.00 feet northerly from (measured at right angles to) the South line of the North half of said Government Lot 1; thence, South 89° 34'30" East 303.72 to the Point of Beginning.

EXHIBIT "B"
"BENEFITTED PROPERTY"

All of the Property set forth in the Declaration of Protective Covenants, Restrictions and Easements For Boca Highland, as recorded in Official Record Book 2946, Page 1353 of the public records of Palm Beach County, Florida, as amended.

EXHIBIT "C"
"EXISTING IMPROVEMENTS"

North Boundary

- 1) Water Utility Box/Water Utilities (D4)*
- 2) Three Utility/Electrical Pull Boxes for Security System (D1)*

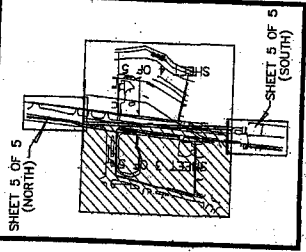
West Boundary

- 3) Underground Sanitary Sewer Line (D3)*
- 4) Three Utility/Electrical Pull Boxes for Security System (D1)*
- 5) Two Sanitary Sewer Manholes (D3)*
- 6) Plastic Rail Fence (3-feet high) (D2)*
- 7) Asphalt Pavement (E)*
- 8) Areca Palm Trees (to be relocated) (D2)*

South Boundary

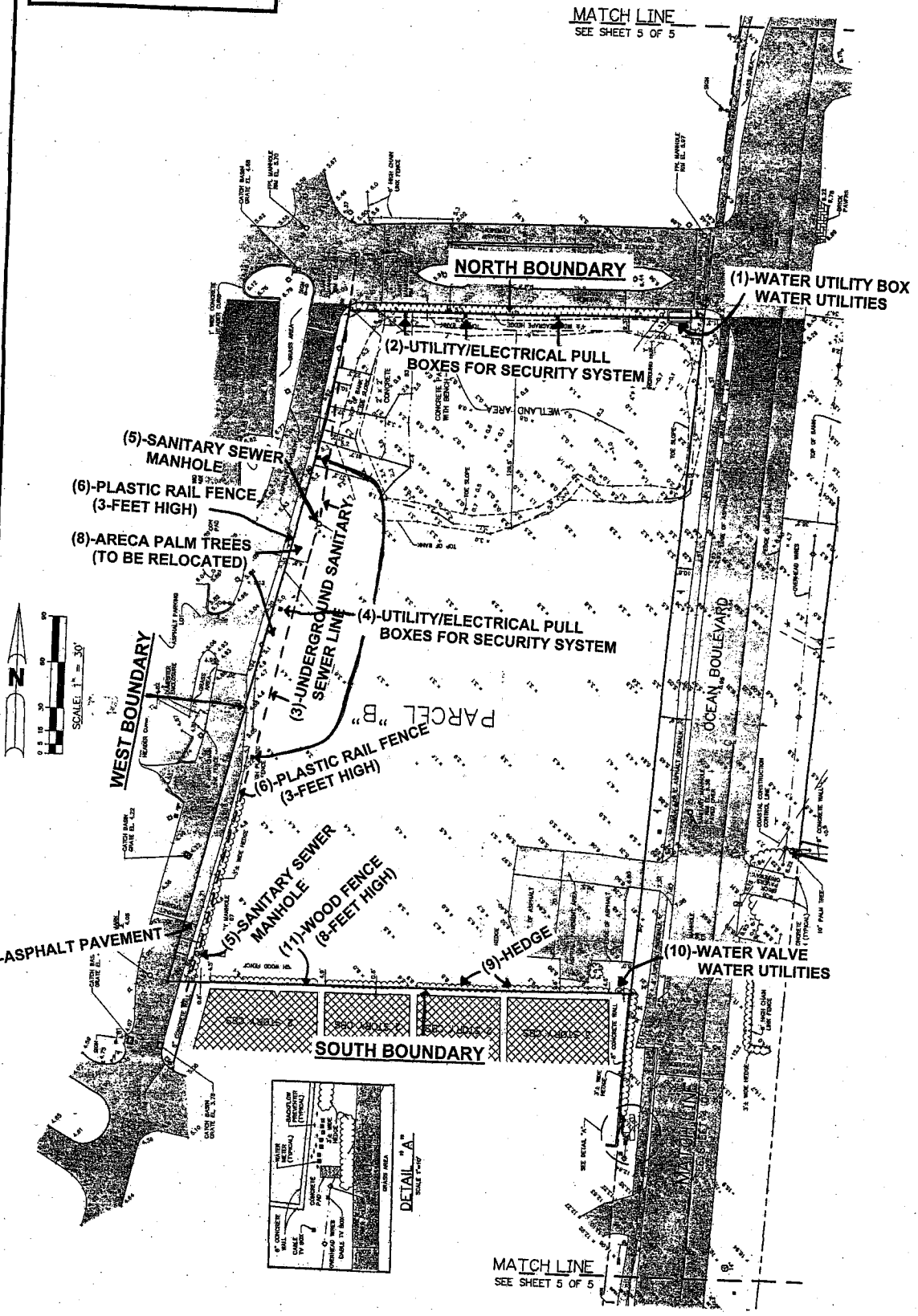
- 9) Hedge (D2)*
- 10) Water Valve/Water Utilities (D5)*
- 11) Wood Fence (8-feet high) (D2)*

* corresponds to legal descriptions and sketches in Exhibit "D" and Exhibit "E"



- LEGEND**
- UTILITY BOX
 - WOOD POWER POLE
 - CONCRETE LIGHT POLE
 - SET JACKSON
 - TELEPHONE WIRE
 - WATER VALVE
 - FIRE HYDRANT
 - WEA
 - EP2 WALL BOX

- ABBREVIATIONS**
- A — CONTROL ANGLE
 - A.T. — ARITHMETIC TRIANGULATION
 - O.S.A. — OFFICIAL RECORD BOOK
 - R.V. — REAL VALVE
 - R.V. — REAL VALVE WITH
 - P.A.S. — POINT OF ADJUTMENT
 - M.O. — MONUMENT OF CONCOMITANT
 - MO. — MONUMENT
 - VE. — VERTICAL CURVE
 - P.M. — PERMANENT REFERENCE POINT
 - P.M. — PERMANENT REFERENCE POINT
 - C.P. — CONCRETE BLOCK STRUCTURE
 - CON. — CONCRETE
 - METAL BEARING OR DISTANCE
 - CALCULATED BEARING OR DISTANCE
 - CALCULATED BEARING OR DISTANCE
 - WOOD FENCE



MATCH LINE
SEE SHEET 5 OF 5

MATCH LINE
SEE SHEET 5 OF 5

DRAWN: JAO
CHECKED: JEP
E.B.P.P.D.: SOUTH & FILE
PAGES: & FILE

PROJ. No. 08-042
SCALE: 1" = 30'
DATE: OCT. 2008
SHT. 3 OF 5

MILANI PARK

MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPONT PARKWAY, SUITE 300, WEST PALM BEACH, FL 33407, (561) 615-3988 FAX(561)615-3986

5/2008 drawing Files\08-042\08-042.dwg 10/1/2008 10:49:19 AM EDT

EXHIBIT "D"
"LANDSCAPE AND UTILITY PREMISES"

LEGAL DESCRIPTION

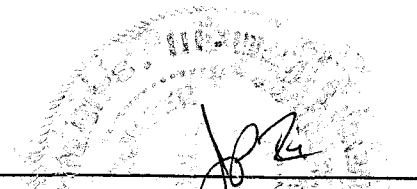
AN EASEMENT IN THE NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1 IN SECTION 9, TOWNSHIP 47 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF OCEAN BOULEVARD (A1A) (STATE ROAD 140) AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP FROM BOCA RATON INLET TO SOUTH LINE DELRAY BEACH, DRAWING No.93060-2103, WITH THE NORTH LINE OF THE SOUTH 300.00 FEET OF THE SAID NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1;
 THENCE ALONG SAID NORTH LINE OF THE SOUTH 300.00 FEET, S89°21'09"W FOR 303.71 FEET;
 THENCE N13°54'12"E FOR 135.93 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUE N13°54'12"E FOR 251.40 FEET;
 THENCE N10°24'39"E FOR 71.17 FEET TO THE NORTH LINE OF THE SOUTH 122.265 FEET OF THE NORTH 244.52 FEET OF THE SOUTH 867.00 FEET OF THE SAID NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1;
 THENCE ALONG SAID NORTH LINE OF THE SOUTH 122.265 FEET, N89°21'09"E FOR 203.73 FEET;
 THENCE S00°38'51"E FOR 7.00 FEET;
 THENCE S89°21'09"W FOR 200.00 FEET;
 THENCE S10°24'39"W FOR 65.17 FEET;
 THENCE S13°54'12"W FOR 67.71 FEET;
 THENCE S12°22'13"W FOR 63.14 FEET;
 THENCE S08°55'40"W FOR 100.28 FEET;
 THENCE S50°21'59"W FOR 25.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 3723.8 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S89°21'09"W ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.



JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 3/26/10

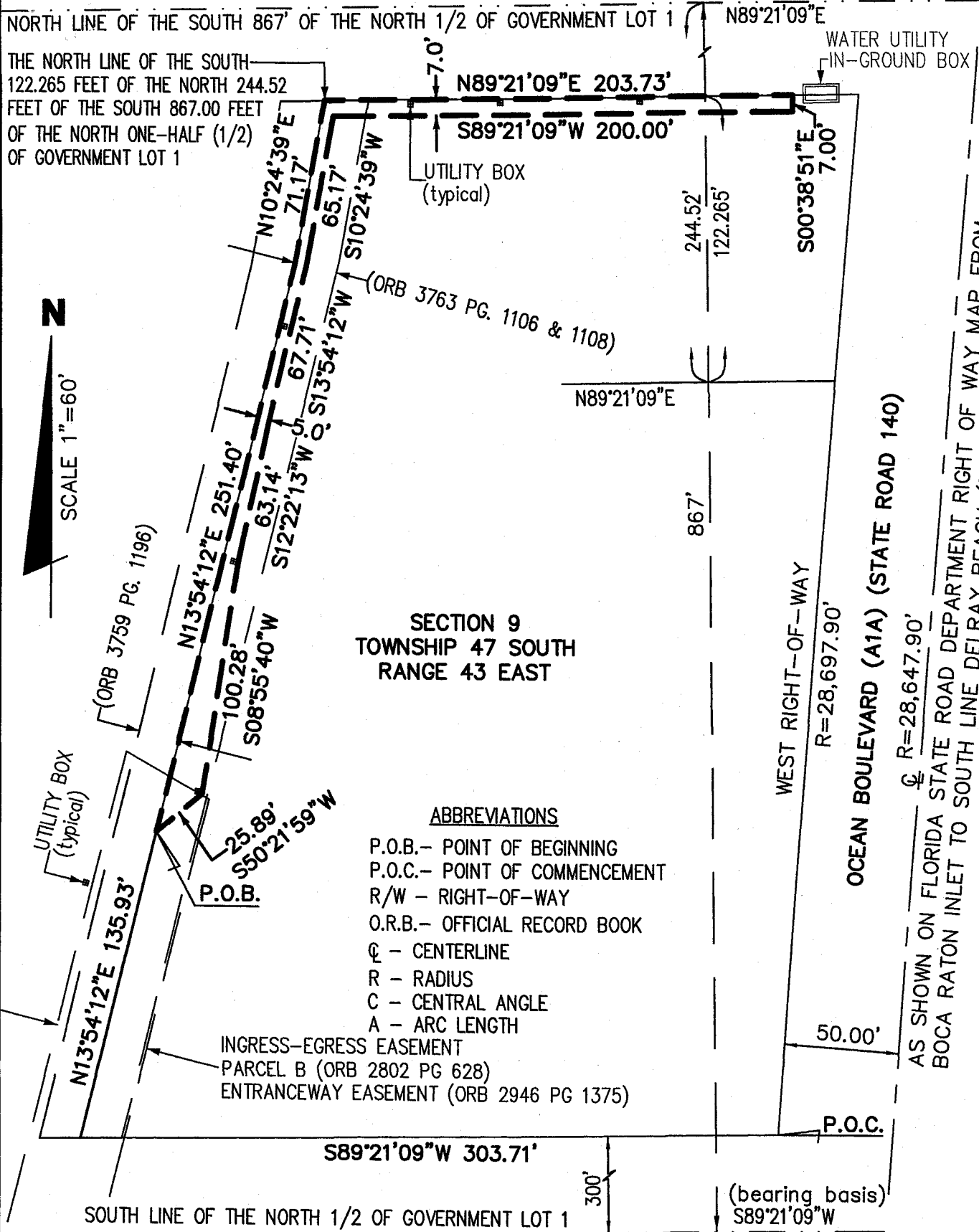


BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION **D1**

DRAWN: MDB	PROJ. No. 10-015
CHECKED: JEP	SCALE: NONE
MILANI PARK ELECTRICAL BOX UTILITY EASEMENT	DATE: 3-26-10
	SHEET 1 OF 2



BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY **D**
 LEGAL DESCRIPTION
 (THIS SKETCH IS NOT A SURVEY)

DRAWN: MDB	PROJ. No. 10-015
CHECKED: JEP	SCALE: 1"=60'
MILANI PARK ELECTRICAL BOX UTILITY EASEMENT	
DATE: 3-26-10	SHEET 2 OF 2

LEGAL DESCRIPTION

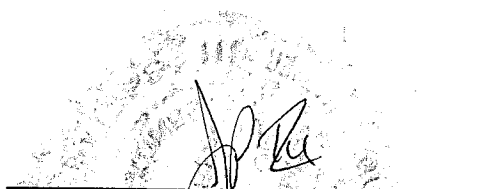
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 THENCE ALONG SAID NORTH LINE OF THE SOUTH 300.00 FEET,
 S89°21'09"W FOR 303.71 FEET;
 THENCE N13°54'12"E FOR 220.00 FEET;
 THENCE S00°42'03"W FOR 65.68 FEET;
 THENCE S13°54'12"W FOR 149.07 FEET;
 THENCE N89°21'09"E FOR 287.68 FEET TO THE SAID WEST RIGHT-OF-WAY, BEING A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 28,697.90 FEET, WHERE A RADIAL LINE BEARS S85°58'25"E;
 THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY AND CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°00'22" 3.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 3655.1 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S89°21'09"W ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1.

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 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA/No. 4826
 DATE: 3/29/10

B
BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

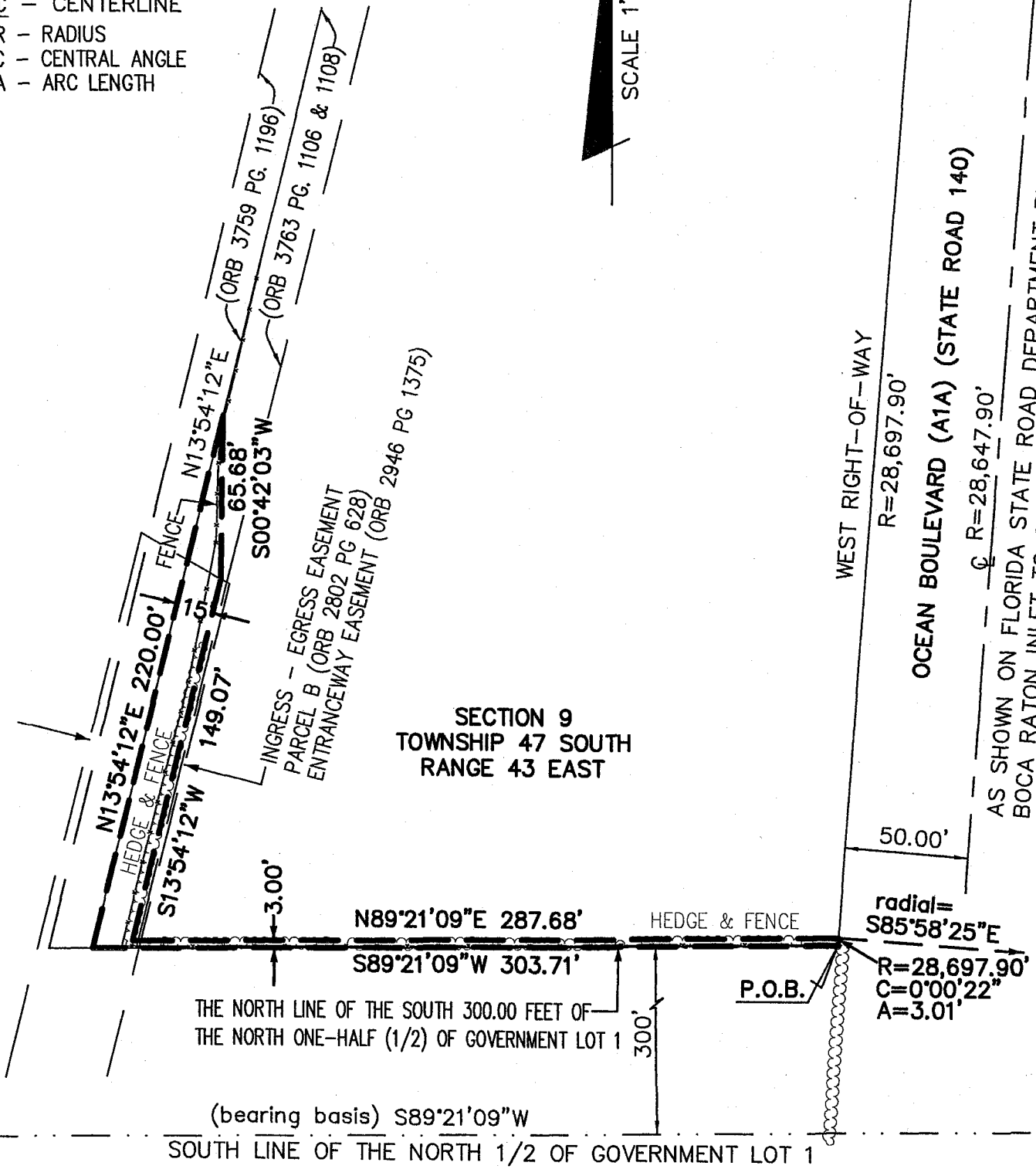
LEGAL DESCRIPTION **D2**

DRAWN: MDB	PROJ. No. 10-015
CHECKED: JEP	SCALE: NONE
MILANI PARK	DATE: 3-29-10
MAINTENANCE EASEMENT	SHEET 1 OF 2

ABBREVIATIONS

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- O.R.B. - OFFICIAL RECORD BOOK
- CL - CENTERLINE
- R - RADIUS
- C - CENTRAL ANGLE
- A - ARC LENGTH

N
SCALE 1"=60'



BP BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

D2

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
(THIS SKETCH IS NOT A SURVEY)**

DRAWN: MDB	PROJ. No. 10-015
CHECKED: JEP	SCALE: 1"=60'
MILANI PARK	DATE: 3-29-10
MAINTENANCE EASEMENT	SHEET 2 OF 2

LEGAL DESCRIPTION

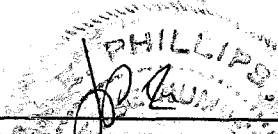
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 THENCE ALONG SAID NORTH LINE OF THE SOUTH 300.00 FEET, S89°21'09"W FOR 284.77 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUE ALONG SAID NORTH LINE, S89°21'09"W FOR 10.34 FEET;
 THENCE N14°00'08"E FOR 316.14 FEET;
 THENCE N06°22'07"E FOR 66.08 FEET;
 THENCE N10°24'39"E FOR 74.69 FEET TO THE NORTH LINE OF THE SOUTH 122.265 FEET OF THE NORTH 244.52 FEET OF THE SOUTH 867.00 FEET OF THE SAID NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1;
 THENCE ALONG SAID NORTH LINE OF THE SOUTH 122.265 FEET, N89°21'09"E FOR 4.77 FEET;
 THENCE S06°22'07"W FOR 141.84 FEET;
 THENCE S14°00'08"W FOR 314.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 4366.1 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S89°21'09"W ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1.

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 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 3/26/10



BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION **D3**

DRAWN: DKN	PROJ. No. 10-015
CHECKED: JEP	SCALE: NONE
MILANI PARK SANITARY SEWER EASEMENT	DATE: 3-26-10
	SHEET 1 OF 2

NORTH LINE OF THE SOUTH 867' OF THE NORTH 1/2 OF GOVERNMENT LOT 1 N89°21'09"E



SCALE 1"=60'

N89°21'09"E

THE NORTH LINE OF THE SOUTH
122.265 FEET OF THE NORTH 244.52
FEET OF THE SOUTH 867.00 FEET OF
THE NORTH ONE-HALF (1/2) OF
GOVERNMENT LOT 1

244.52
122.265

(ORB 3763 PG. 1106 & 1108)

N89°21'09"E

867'

**SECTION 9
TOWNSHIP 47 SOUTH
RANGE 43 EAST**

ABBREVIATIONS

- P.O.B.- POINT OF BEGINNING
- P.O.C.- POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- O.R.B.- OFFICIAL RECORD BOOK
- ☉ - CENTERLINE
- R - RADIUS
- C - CENTRAL ANGLE
- A - ARC LENGTH

WEST RIGHT-OF-WAY
R=28,697.90'

OCEAN BOULEVARD (A1A) (STATE ROAD 140)
☉ R=28,647.90'

AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP FROM
BOCA RATON INLET TO SOUTH LINE DELRAY BEACH (DRAWING No. 93060-2103)

(ORB 3759 PG. 1196)

SANITARY
MANHOLE
(typical)

INGRESS-EGRESS EASEMENT
PARCEL B (ORB 2802 PG 628)
ENTRANCEWAY EASEMENT (ORB 2946 PG 1375)

N14°00'08"E
S14°00'08"W

THE NORTH LINE OF THE SOUTH 300.00 FEET OF
THE NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1

50.00'

P.O.C.

10.34'
S89°21'09"W P.O.B.

S89°21'09"W 284.77'

300'

SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 1

(bearing basis)
S89°21'09"W

D3



BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES

CERTIFICATE OF AUTHORIZATION # LB 6473

901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
(THIS SKETCH IS NOT A SURVEY)

DRAWN: DKN	PROJ. No. 10-015
CHECKED: JEP	SCALE: 1"=60'
MILANI PARK SANITARY SEWER EASEMENT	DATE: 3-26-10
	SHEET 2 OF 2

LEGAL DESCRIPTION #1

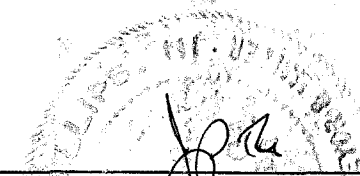
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 THENCE ALONG SAID NORTH LINE OF THE SOUTH 122.265 FEET, S89°21'09"W FOR 28.82 FEET;
 THENCE S00°38'51"E FOR 8.50 FEET;
 THENCE N89°21'09"E FOR 28.00 FEET TO THE SAID WEST RIGHT-OF-WAY OF OCEAN BOULEVARD (A1A) (STATE ROAD 140), BEING A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 28,697.90 FEET, WHERE A RADIAL LINE BEARS S85°06'19"E;
 THENCE NORTHERLY, ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 0°01'01" FOR 8.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 241.5 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S89°21'09"W ALONG THE NORTH LINE OF THE SOUTH 867.00 FEET OF THE NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1.

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 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 3/26/10

D4

LEGAL DESCRIPTION #1

B
BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

DRAWN: MDB	PROJ. No. 10-015
CHECKED: JEP	SCALE: NONE
MILANI PARK WATER UTILITY EASEMENT	DATE: 3-26-10
	SHEET 1 OF 3

LEGAL DESCRIPTION #2

AN EASEMENT IN THE NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1 IN SECTION 9, TOWNSHIP 47 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 THENCE ALONG SAID NORTH LINE OF THE SOUTH 300.00 FEET,
 S89°21'09"W FOR 13.62 FEET;
 THENCE N00°38'51"W FOR 5.00 FEET;
 THENCE N89°21'09"E FOR 14.03 FEET TO THE SAID WEST RIGHT-OF-WAY, BEING A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 28,697.90 FEET, WHERE A RADIAL LINE BEARS S85°58'11"E;
 THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY AND CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°00'36" FOR 5.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 69.1 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S89°21'09"W ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: _____

D5

LEGAL DESCRIPTION #2



BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

DRAWN: MDB	PROJ. No. 10-015
CHECKED: JEP	SCALE: NONE
MILANI PARK WATER UTILITY EASEMENT	DATE: 3-26-10
	SHEET 2 OF 3

NORTH LINE OF THE SOUTH 867' OF THE NORTH 1/2 OF GOVERNMENT LOT 1

S89°21'09"W
(bearing basis)



D4

THE NORTH LINE OF THE SOUTH
122.265 FEET OF THE NORTH 244.52
FEET OF THE SOUTH 867.00 FEET
OF THE NORTH ONE-HALF (1/2)
OF GOVERNMENT LOT 1

S89°21'09"W
28.82'

WATER UTILITY
IN-GROUND BOX

P.O.B. #1
R=28,697.90'
C=0°01'01"
A=8.54'

radial=
S85°06'19"E

ABBREVIATIONS

- P.O.B.- POINT OF BEGINNING
- P.O.C.- POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- O.R.B.- OFFICIAL RECORD BOOK
- CL - CENTERLINE
- R - RADIUS
- C - CENTRAL ANGLE
- A - ARC LENGTH

**SECTION 9
TOWNSHIP 47 SOUTH
RANGE 43 EAST**

N89°21'09"E

244.52'
122.265'

S00°38'51"E
8.50'

N89°21'09"E
28.00'

50.00'

WEST RIGHT-OF-WAY
R=28,697.90'

OCEAN BOULEVARD (A1A) (STATE ROAD 140)
R=28,647.90'

CL R=28,647.90'

AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP FROM
BOCA RATON INLET TO SOUTH LINE DELRAY BEACH (DRAWING No. 93060-2103)

N89°21'09"E
14.03'

N00°38'51"W
5.00'

radial=
S85°58'11"E

THE NORTH LINE OF THE SOUTH 300.00 FEET OF
THE NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1

(bearing basis)
S89°21'09"W

S89°21'09"W
13.62'

R=28,697.90'
C=0°00'36"
A=5.02'

D5

SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 1



BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
(THIS SKETCH IS NOT A SURVEY)

DRAWN: MDB	PROJ. No. 10-015
CHECKED: JEP	SCALE: 1"=60'
MILANI PARK WATER UTILITY EASEMENT	DATE: 3-26-10
	SHEET 3 OF 3

EXHIBIT "E"
"ACCESS PREMISES"

LEGAL DESCRIPTION

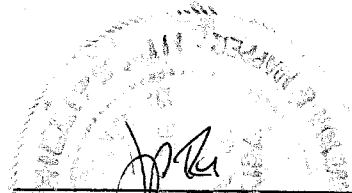
AN EASEMENT IN THE NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1 IN SECTION 9, TOWNSHIP 47 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF OCEAN BOULEVARD (A1A) (STATE ROAD 140) AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP FROM BOCA RATON INLET TO SOUTH LINE DELRAY BEACH, DRAWING No.93060-2103, WITH THE NORTH LINE OF THE SOUTH 300.00 FEET OF THE SAID NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1;
 THENCE ALONG SAID NORTH LINE OF THE SOUTH 300.00 FEET,
 S89°21'09"W FOR 293.71 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUE S89°21'09"W FOR 10.00 FEET;
 THENCE N13°54'12"E FOR 197.00 FEET;
 THENCE S03°15'23"W FOR 52.39 FEET;
 THENCE S13°54'12"W FOR 143.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1645.5 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S89°21'09"W ALONG THE SOUTH LINE OF THE NORTH ONE-HALF (1/2) OF GOVERNMENT LOT 1.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.



JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 3/26/10

BP BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION **E**

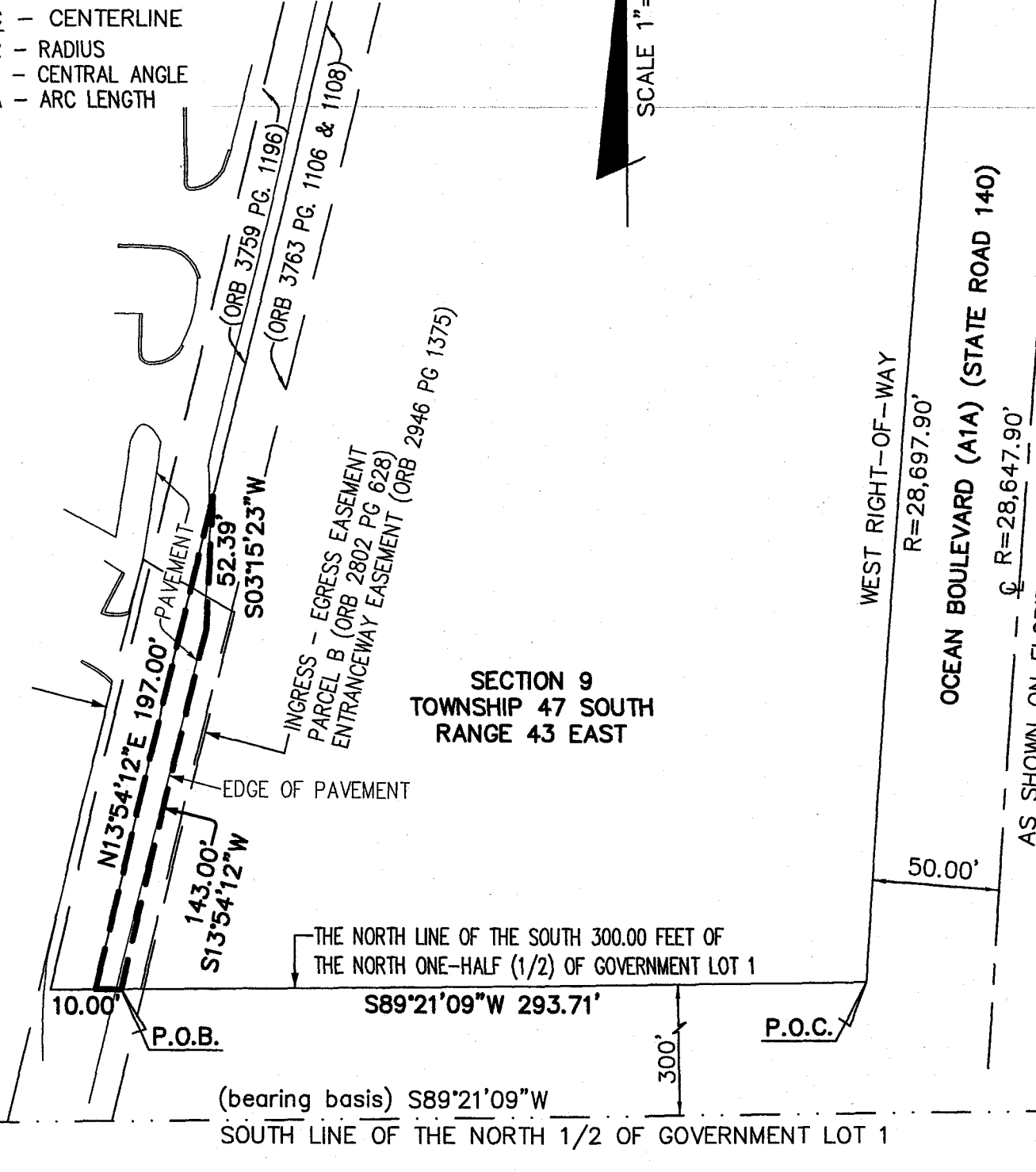
DRAWN: MDB	PROJ. No. 10-015
CHECKED: JEP	SCALE: NONE
MILANI PARK	DATE: 3-26-10
INGRESS-EGRESS EASEMENT	SHEET 1 OF 2

ABBREVIATIONS

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- R/W - RIGHT-OF-WAY
- O.R.B. - OFFICIAL RECORD BOOK
- ☉ - CENTERLINE
- R - RADIUS
- C - CENTRAL ANGLE
- A - ARC LENGTH

N

SCALE 1"=60'



SECTION 9
TOWNSHIP 47 SOUTH
RANGE 43 EAST

OCEAN BOULEVARD (A1A) (STATE ROAD 140)

WEST RIGHT-OF-WAY
R=28,697.90'

☉ R=28,647.90'

AS SHOWN ON FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP FROM BOCA RATON INLET TO SOUTH LINE DELRAY BEACH (DRAWING No. 93060-2103)

(bearing basis) S89°21'09"W

SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 1

E

BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
(THIS SKETCH IS NOT A SURVEY)**

DRAWN: MDB	PROJ. No. 10-015
CHECKED: JEP	SCALE: 1"=60'
MILANI PARK	DATE: 3-26-10
INGRESS-EGRESS EASEMENT	SHEET 2 OF 2

DISCLOSURE OF BENEFICIAL INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

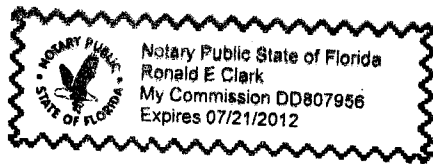
BEFORE ME, the undersigned authority, this day personally appeared, Arnold R. Bank, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

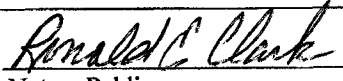
1. Affiant is the President of Boca Highland Beach Club and Marina, Inc., a Florida not-for-profit corporation, (the "Owner") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").
2. Affiant's address is 4750 South Ocean Boulevard, Unit 706, Highland Beach, Florida 33487-5317.
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 will be relied upon by Palm Beach County in County's granting of an easement over County property in exchange for County receiving an easement over 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
 Arnold R. Bank

The foregoing instrument was sworn to, subscribed and acknowledged before me this 29th day of APRIL, 2010, by Arnold R. Bank [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.





 Notary Public
 RONALD E. CLARK
 (Print Notary Name)

NOTARY PUBLIC
 State of Florida at Large
 My Commission Expires: 07/21/2012

EXHIBIT "A"

PROPERTY

All of the Property set forth in the Declaration of Protective Covenants, Restrictions and Easements For Boca Highland, as recorded in Official Record Book 2946, Page 1353 of the public records of Palm Beach County, Florida, as amended.



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Detail by Entity Name

Florida Non Profit Corporation

BOCA HIGHLAND BEACH CLUB AND MARINA, INC.

Filing Information

Document Number 742966
FEI/EIN Number 591949520
Date Filed 06/16/1978
State FL
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 04/15/2010
Event Effective Date NONE

Principal Address

4720 SOUTH OCEAN BLVD.
HIGHLAND BEACH FL 33431

Changed 04/15/2010

Mailing Address

4720 SOUTH OCEAN BLVD.
HIGHLAND BEACH FL 33431

Changed 04/15/2010

Registered Agent Name & Address

BANK, ARNOLD PRES
4750 S. OCEAN BLVD. # 706
HIGHLAND BEACH FL 33487 US

Name Changed: 03/24/2009

Address Changed: 03/24/2009

Officer/Director Detail

Name & Address

Title P

BANK, ARNOLD
4750 S. OCEAN BLVD. # 706
HIGHLAND BCH FL 33487

Title V1

SITRICK, JOE
4740 S OCEAN BLVD #1406
HIGHLAND BEACH FL 33487

Title V2

STUTS, RICK
4750 S OCEAN BLVD PH9
HIGHLAND BCH FL 33487

Title S

PALASKE, DANIEL
4748 S. OCEAN BLVD #LPH 3
HIGHLAND BEACH FL 33487

Title T

GILDEN, STEVE
4740 S OCEAN BLVD TH12
HIGHLAND BEACH FL 33487

Title GOV

ADWAR, HARRY
4740 S OCEAN BLVD #PH 11
HIGHLAND BEACH FL 33487

Annual Reports

Report Year Filed Date

2008 01/04/2008
2009 03/24/2009
2010 03/29/2010

Document Images

- 04/15/2010 -- Name Change
- 03/29/2010 -- ANNUAL REPORT
- 03/24/2009 -- ANNUAL REPORT
- 01/04/2008 -- ANNUAL REPORT
- 01/15/2007 -- ANNUAL REPORT
- 01/12/2006 -- ANNUAL REPORT
- 03/02/2005 -- ANNUAL REPORT
- 08/19/2004 -- ANNUAL REPORT
- 03/20/2003 -- ANNUAL REPORT
- 06/18/2002 -- ANNUAL REPORT
- 01/31/2001 -- ANNUAL REPORT
- 01/25/2000 -- ANNUAL REPORT
- 02/24/1999 -- ANNUAL REPORT
- 02/26/1998 -- ANNUAL REPORT
- 02/07/1997 -- ANNUAL REPORT
- 02/05/1996 -- ANNUAL REPORT

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**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**



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Events

BOCA HIGHLAND BEACH CLUB AND MARINA, INC.

Document Number 742966
 Date Filed 06/16/1978
 Effective Date None
 Status Active

Event Type	Filed Date	Effective Date	Description
NAME CHANGE AMENDMENT	04/15/2010		OLD NAME WAS : BOCA HIGHLAND CENTER , INC.

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

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742966

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

*NO
*00
4/16/10*

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Boca Highland Center, Inc.

DOCUMENT NUMBER: 742966

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Peter C. Mollengarden, Esq.

(Name of Contact Person)

Rosenbaum Mollengarden Jansson & Siracusa
(Firm/ Company)

250 Australian Ave. S. Suite 500

(Address)

West Palm Beach, FL 33401

(City/ State and Zip Code)

PMollengarden@kgrlawfirm.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

_____ at (_____) _____
(Name of Contact Person)

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

\$35 Filing Fee

\$43.75 Filing Fee &
Certificate of Status

\$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

\$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

Boca Highland Center, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

742966

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

Boca Highland Beach Club and Marina, Inc.

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

New Registered Office Address:

_____ (Florida street address)

_____ (City)

_____, Florida

_____ (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

10 APR 15 PM 1:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

Please see the enclosed amendments to Article I, Section I and Article II.

The date of each amendment(s) adoption: March 18, 2010
(date of adoption is required)

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated APRIL 6, 2010

Signature 

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

ARNOLD R. BANK
(Typed or printed name of person signing)

PRESIDENT
(Title of person signing)

**AMENDMENTS TO
THE ARTICLES OF INCORPORATION FOR
BOCA HIGHLAND CENTER, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLES OF INCORPORATION

OF

BOCA HIGHLAND BEACH CLUB AND MARINA CENTER, INC.
(A Corporation Not-For-Profit)

ARTICLE I

DEFINITIONS

I. "~~Center~~Club and Marina" means Boca Highland Beach Club and Marina Center, Inc., a Florida corporation not-for-profit which has been organized to own, maintain, manage and operate the "Center Areas" (as hereinafter defined) in accordance with the Covenants Declaration. Wherever the term "Center" is used in these Articles of Incorporation, it is hereby replaced with the term "Club and Marina".

ARTICLE II

NAME

The name of this corporation shall be BOCA HIGHLAND BEACH CLUB AND MARINA CENTER, INC. For convenience, the corporation shall be herein referred to as the "Center", whose present address is 4720 South Ocean Boulevard, Highland Beach, Florida 33431.