

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: August 17, 2010 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Easement with the Board of Trustees of the Internal Improvement Trust Fund for construction of drainage improvements within State property located adjacent to the West County Jail in Belle Glade.

Summary: The County leases approximately 76 acres from the State of Florida for the West County Jail, Drug Farm and other correctional and County facilities. The property is located near the intersection of State Road 80 and State Road 15 in Belle Glade. The County is currently expanding the Jail and other County facilities on the property. The Division of Forestry leases an adjacent 6.57 acres from the State. The finish grade of the County site is 3 to 6 feet higher than the elevation of the Forestry property. The South Florida Conservancy District (District) sub-leases the southern portion of Forestry's leased property. The District expressed concern that the County's development might cause their property to flood. At the County's request, Michael B. Schorah and Associates prepared a drainage report which indicated that Forestry's property would be impacted by the County's development. The County has agreed to construct drainage improvements within Forestry's property consisting of a 12' wide swale, placement of fill and sod, and replacement of 12" pipe which will alleviate any drainage impacts upon Forestry's property. The cost of the improvements will be \$28,988 and is being paid by a Change Order to the existing construction contract for the Jail Expansion Project. The Easement grants the County the right to construct the improvements upon Forestry's property which is leased from the State. Upon completion of the installation of the drainage improvements, Forestry will be responsible to maintain said improvements. (PREM) District 6 (HJF)

Background and Justification: The drainage of the Forestry property had not been an issue until the County's recent expansion, which included filling a portion of the County's property surrounding the southern and eastern limits of the Forestry property. In October 2008, the District became concerned that the County's higher grade elevation would flood their property. The County advised the District that all the surface water would be controlled on the County's property and that if the County creates any flooding problems for the District, the County would correct it. In January 2009, Michael B. Schorah and Associates prepared a drainage report which indicated that Forestry's leased property would be impacted by the County's development. The report indicates that prior to the jail expansion in the early 90's, the District drained through an irrigation ditch on the eastern limits of their property which appears to have run north and south from their parcel. From the early jail expansion in the 90's, this ditch was filled in to the south by the County, stopping Forestry's and the District's drainage to the south. Also, some of their drainage may have sheet flowed to the south. The County has agreed to construct the drainage improvements upon Forestry's leased property to correct this situation. The rights granted pursuant to the easement will expire and the easement will automatically terminate upon the earlier of the County's completion of the project or one (1) year after the effective date.

Attachments:

- 1. Location Map
- 2. Easement

Recommended By: [Signature] Department Director Date: 7-21-10  
Approved By: [Signature] County Administrator Date: 8/9/10

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>\$28,988</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><u>\$28,988</u></u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes  No

Budget Account No: Fund 3053 Dept 411 Unit B362 Object 6502  
 Program \_\_\_\_\_


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

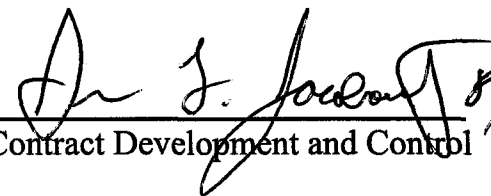
The \$28,988 is being paid by a Change Order to the existing construction contract for the Jail Expansion Project. The construction contract was approved by the Board on January 9, 2007 (R-2007-0031; BOND FUNDED

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

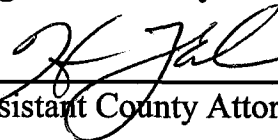
**III. REVIEW COMMENTS**

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

  
 \_\_\_\_\_  
 OFMB 8/4/10 8/13/10

  
 \_\_\_\_\_  
 Contract Development and Control 8/5/10

**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Assistant County Attorney 8/6/10

**C. Other Department Review:**

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

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

T43

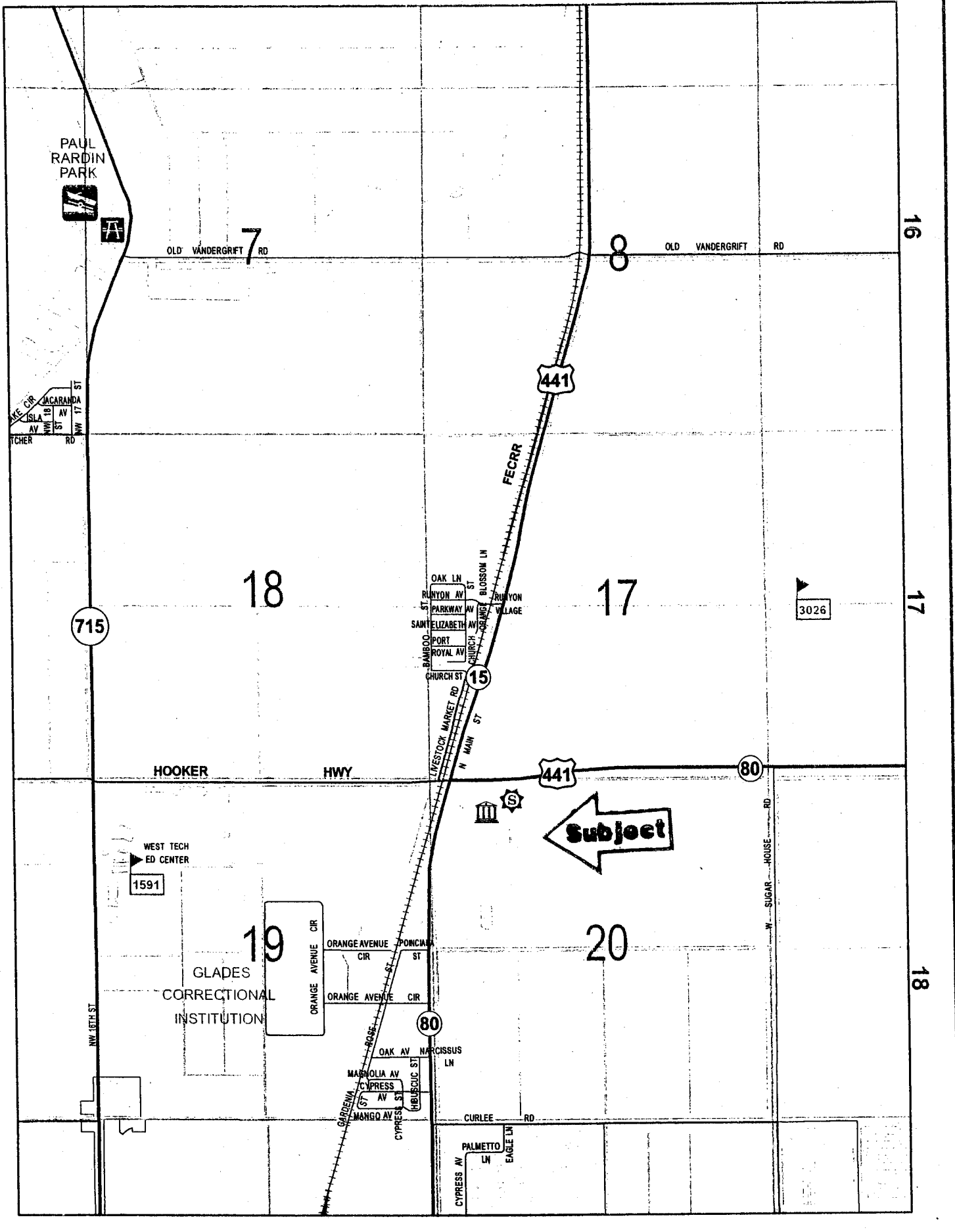
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# LOCATION MAP



This Easement was prepared by:  
Robin J. Smith, Bureau of Public  
Land Administration, Division  
of State Lands, Department of  
Environmental Protection MS 130  
3800 Commonwealth Boulevard,  
Tallahassee, Florida 32399-3000

OAE1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement Number 32224

THIS EASEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
2010, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF  
THE STATE OF FLORIDA, acting pursuant to its authority set forth in Section  
253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and PALM BEACH  
COUNTY, a political subdivision of the State of Florida, hereinafter referred  
to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real  
property, which is managed by the State of Florida Department of Agriculture  
and Consumer Services, Division of Forestry under Lease Number 3705; and

WHEREAS, GRANTEE desires an easement across the hereinafter described  
real property for construction of drainage improvements; and

WHEREAS, the managing agency has agreed to the proposed use of this land  
under this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and  
agreements hereinafter contained, has granted, and by these presents does  
grant unto GRANTEE, a non-exclusive easement across the following described  
real property in Palm Beach County, Florida, to-wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations  
herein shall be exercised by the Division of State Lands, State of Florida  
Department of Environmental Protection.
2. TERM: The term of this easement shall be for a period of one year  
commencing on \_\_\_\_\_, and ending on \_\_\_\_\_,  
unless sooner terminated pursuant to the provisions of this easement.
3. USE OF PROPERTY AND UNDUE WASTE: This easement upon and across the  
property described in Exhibit "A" during the term of this easement shall be  
limited to construction of drainage improvements. This easement shall be non-  
exclusive. GRANTOR retains the right to engage in any activities on, over,  
across or below the easement area which do not unreasonably interfere with

ATTACHMENT #2

GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE'S operations and use of the subject property.

Upon termination or expiration of this easement GRANTEE shall restore the lands around the drainage improvements, over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to

inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

8. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

10. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

11. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any

lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

13. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

14. TIME: Time is expressly declared to be of the essence of this easement.

15. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

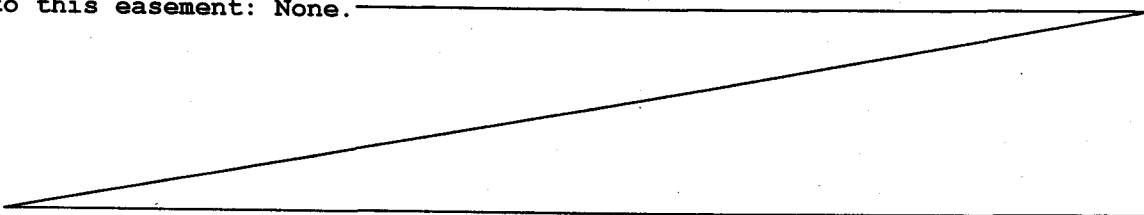
16. AUTOMATIC REVERSION: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.

17. RECORDING OF EASEMENT: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

18. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

19. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

20. SPECIAL CONDITIONS: The following special conditions shall apply to this easement: None.



IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print/Type Witness Name

By: \_\_\_\_\_ (SEAL)

GLORIA C. BARBER, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, acting as agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: \_\_\_\_\_  
DEP Attorney



PALM BEACH COUNTY, a political subdivision  
of the State of Florida  
By its Board of County Commissioners

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Burt Aaronson, Chair

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Witness

Title: \_\_\_\_\_

\_\_\_\_\_  
Print/Type Name

Attest: \_\_\_\_\_  
Sharon R. Bock, Clerk & Comptroller


(OFFICIAL SEAL)

"GRANTEE"

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions

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

By:   
Audrey Wolf, Director  
Facilities, Development & Operations

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_ 2010, by Burt Aaronson, and Sharon R. Bock, as Chair and Clerk &  
Comptroller, respectively, on behalf of the Board of County Commissioners of  
Palm Beach County, Florida. They are personally known to me or have produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print/Type Notary Name

Commission Number:

Commission Expires:

EXHIBIT "A"

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SAID NORTHWEST QUARTER OF SECTION 20;  
 THENCE ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER, S00°16'39"E FOR 1178.72 FEET;  
 THENCE PARALLEL WITH THE NORTH LINE OF THE SAID NORTHWEST QUARTER OF SECTION 20, S89°58'17"E FOR 80.78 FEET TO THE EAST RIGHT-OF-WAY OF STATE ROAD 15 ACCORDING TO A FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP (SECTION 93130-2505);  
 THENCE CONTINUE S89°58'17"E FOR 274.13 FEET TO THE POINT OF BEGINNING;  
 THENCE CONTINUE S89°58'17"E FOR 350.00 FEET;  
 THENCE N00°07'49"W FOR 158.20 FEET;  
 THENCE N90°00'00"W FOR 15.56 FEET TO THE POINT OF CURVATURE OF OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET;  
 THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 76°08'23" FOR 132.89 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET;  
 THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 60°08'23" FOR 31.49 FEET TO A POINT OF TANGENCY;  
 THENCE S74°00'00"W FOR 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 50.00 FEET;  
 THENCE WESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°00'00" FOR 17.45 FEET TO A POINT OF TANGENCY;  
 THENCE N86°00'00"W FOR 20.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20.00 FEET;  
 THENCE NORTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 76°00'00" FOR 26.53 FEET TO A POINT OF TANGENCY;  
 THENCE N10°00'00"W FOR 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 100.00 FEET;  
 THENCE NORTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30°00'00" FOR 52.36 FEET TO A POINT OF TANGENCY;  
 THENCE N40°00'00"W FOR 40.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 200.00 FEET;  
 THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°00'00" FOR 34.91 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 300.00 FEET;  
 THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 7°00'00" FOR 36.65 TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET;  
 THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°00'00" FOR 21.82 FEET TO A POINT OF TANGENCY;  
 THENCE N62°00'00"W FOR 65.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 30.00 FEET;  
 THENCE WESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 47.12 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 400.00 FEET;

(CONTINUED ON SHEET 2 OF 3)

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.

*Anthony Brown*  
 ANTHONY BROWN  
 PROFESSIONAL LAND SURVEYOR  
 STATE OF FLORIDA No. 4977  
 DATE: 7/21/10

**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

DRAWN: MB	PROJ. No. 10-009
CHECKED: JEP	SCALE: NONE
TCE at FLORIDA DEPT. OF FORESTRY	DATE: 6/29/10
	SHEET 1 OF 3

EXHIBIT "A"

THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 6°00'00" FOR 41.89 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET;  
 THENCE SOUTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 79°38'52" FOR 41.70 FEET TO A POINT OF TANGENCY;  
 THENCE N78°21'08"W FOR 11.07 FEET TO THE EASTERLY LIMIT OF A 25' DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORD BOOK 2357, PAGE 1740, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 5644.58 FEET, WHERE A RADIAL LINE BEARS S78°21'08"E;  
 THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 0°18'16" FOR 30.00 FEET;  
 THENCE RADIAL TO SAID CURVE, S78°39'24"E FOR 4.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 30.00 FEET;  
 THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 57°22'15" FOR 30.04 TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 30.00 FEET;  
 THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 68°42'51" FOR 35.98 FEET TO A POINT OF TANGENCY;  
 THENCE N90°00'00"E FOR 80.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET;  
 THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 95°00'00" FOR 41.45 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 200.00 FEET;  
 THENCE SOUTHERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15°00'00" FOR 52.36 FEET TO A POINT OF TANGENCY;  
 THENCE S10°00'00"E FOR 25.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 50.00 FEET;  
 THENCE SOUTHEASTERLY, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 79°58'17" FOR 69.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.38 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON AN ASSUMED BEARING OF S00°16'39"E ALONG THE WEST LINE OF THE N.W. QUARTER OF SECTION 20, AND ARE REFERENCED TO PALM BEACH COUNTY ENGINEERING SERVICES DRAWING No.S-1-93-563.

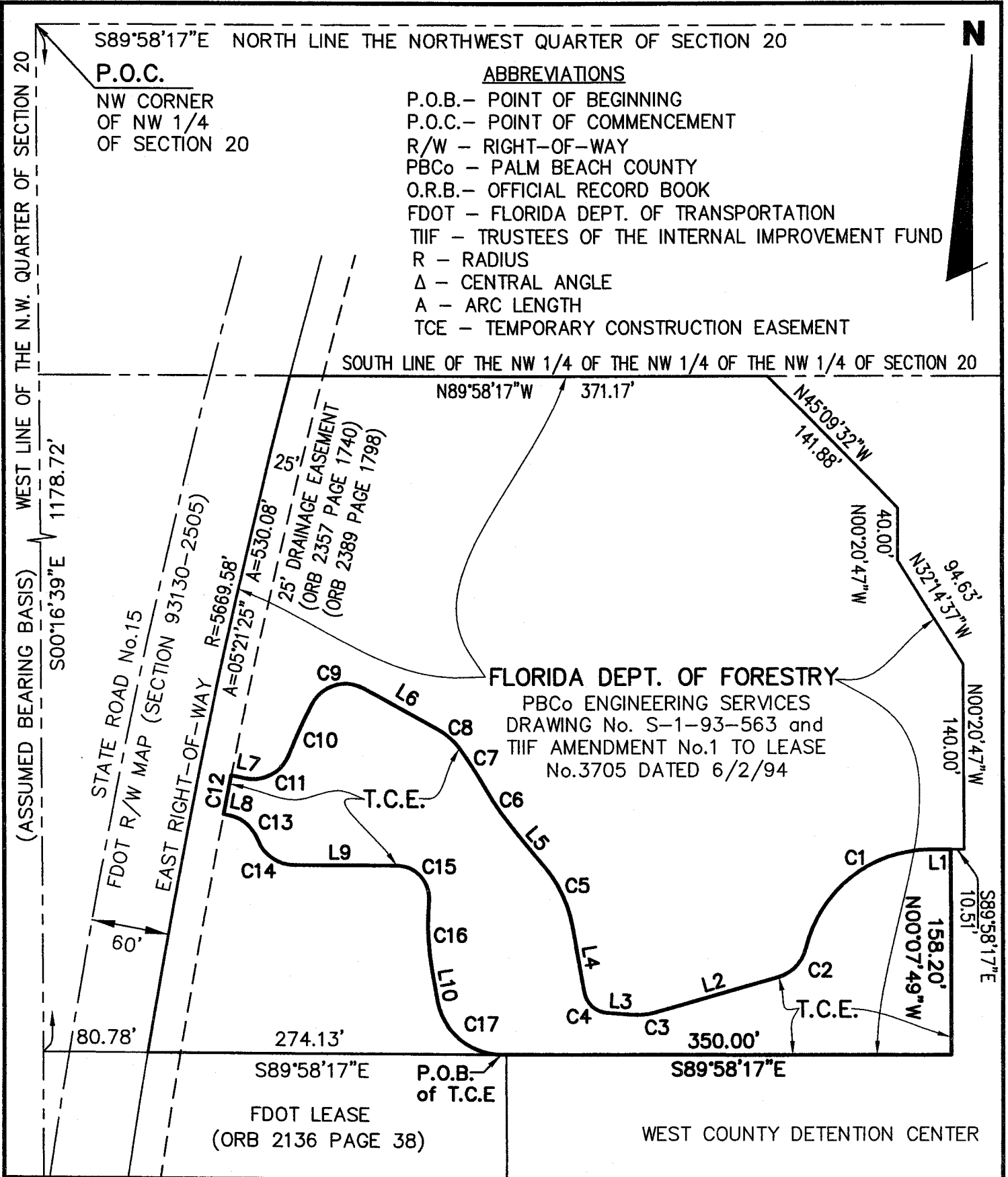
CURVE TABLE				LINE TABLE			
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	LINE	BEARING	LENGTH	NOTES
C1	100.00'	76°08'23"	132.89'	C15	25.00'	95°00'00"	41.45'
C2	30.00'	60°08'23"	31.49'	C16	200.00'	15°00'00"	52.36'
C3	50.00'	20°00'00"	17.45'	C17	50.00'	79°58'17"	69.79'
C4	20.00'	76°00'00"	26.53'	L1	N90°00'00"W	15.56'	
C5	100.00'	30°00'00"	52.36'	L2	S74°00'00"W	100.00'	
C6	200.00'	10°00'00"	34.91'	L3	N86°00'00"W	20.00'	
C7	300.00'	7°00'00"	36.65'	L4	N10°00'00"W	50.00'	
C8	50.00'	25°00'00"	21.82'	L5	N40°00'00"W	40.00'	
C9	30.00'	90°00'00"	47.12'	L6	N62°00'00"W	65.33'	
C10	400.00'	6°00'00"	41.89'	L7	N78°21'08"W	11.07'	RADIAL
C11	30.00'	79°38'52"	41.70'	L8	S78°39'24"E	4.44'	RADIAL
C12	5644.58'	0°18'16"	30.00'	L9	N90°00'00"E	80.00'	
C13	30.00'	57°22'15"	30.04'	L10	S10°00'00"E	25.00'	
C14	30.00'	68°42'51"	35.98'				

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TCE at FLORIDA DEPT. OF FORESTRY	DATE: 6/29/10 SHEET 2 OF 3

EXHIBIT "A"



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SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
 THIS SKETCH IS NOT A SURVEY

DRAWN: MB	PROJ. No. 10-009
CHECKED: JEP	SCALE: 1" = 100'
TCE at FLORIDA DEPT. OF FORESTRY	DATE: 6/29/10
	SHEET 3 OF 3