

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 10, 2012

Consent Regular
 Public Hearing

Department

Submitted By: County Attorney's Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Settlement Agreement in the alternative dispute resolution proceeding styled, In re Complaint No.: C-2011-04010004, Petitioner Anshei Emuna Congregation, 16191 S. Jog Road, Delray Beach, FL, Property ID.#00-42-46-27-00-000-3900.

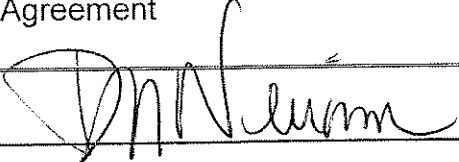
Summary: In 2006, Anshei Emuna Congregation ("the Temple") requested a land use amendment and development order amendment to delete 1.5 acres from the southern portion of the Temple's site, so that the deleted acreage could be separately developed as a proposed medical office building. As part of the comprehensive plan and zoning changes requested, a site plan and Alternative Landscape Plan were approved, in order to address compatibility concerns expressed by the neighboring homeowner's association, Bristol Pointe Homeowner's Association. The medical office site was ultimately never developed, and the Alternative Landscaping Plan was never implemented.

In June, 2009, T-Mobile Inc. ("T-Mobile") submitted an application for a 100-foot camouflaged cell-phone tower at the synagogue site, pursuant to a lease from the Temple. The final site plan for the cell-phone tower included the Alternative Landscaping Plan. However, the Temple and T-Mobile never installed the Alternative Landscaping Plan as part of the cell-phone tower installation. The County Building Department refused to issue a certificate of occupancy until the Alternative Landscaping Plan was implemented. Nevertheless, T-Mobile and the Temple connected the cell-phone tower to electrical power through the existing irrigation system. Consequently, the County cited the Temple for allowing the cell-phone tower to be placed in operation without a certificate of occupancy, in Complaint No.: C-2011-04010004.

The Temple and T-Mobile filed a petition for alternative dispute resolution, pursuant to F.S. §70.51. Bristol Pointe Homeowner's Association joined the dispute as an interested party. The parties conducted the mediation phase of the alternative dispute resolution process, and ultimately drafted the proposed settlement agreement. The settlement agreement provides that the Temple and T-Mobile pay \$25,000.00 to Bristol Pointe Homeowner's Association for additional landscaping, and requires the Temple and T-Mobile to apply for variances to allow for the continued maintenance of an existing thirty-foot ficus hedge on the Temple property. Further, the Temple and T-Mobile are required to maintain additional camouflaging materials installed on the cell phone tower as part of the mediation process. Under the settlement agreement, each party shall bear their own attorney's fees and costs. District 5 (ATP)

Attachments:

- 1. Proposed Settlement Agreement

Recommended By:  Date 7/3/12

Approved By: _____ Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____

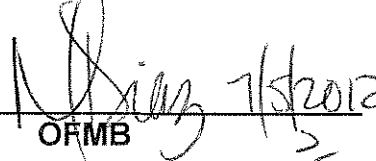
Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
Reporting Category _____

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

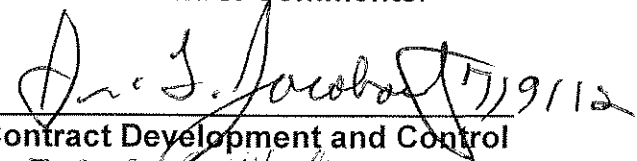
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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



 OFMB



 Contract Development and Control
 7-9-12 B. Wheeler

5/15/12
Jed

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 and Justification:

The Temple owns a synagogue, located at 16191 S. Jog Road, Delray Beach, Florida. In February, 2006, the synagogue requested a small scale land use amendment to the County's Comprehensive Plan, and a development order amendment to delete 1.5 acres from the southern portion of the Temple Anshei Emuna site, which was originally approved in 1980, to accommodate a proposed medical office building.

The neighboring Bristol Pointe residential community objected to the proposed medical office building, and a private agreement between the applicants and the Bristol Pointe community was negotiated, which required that an Alternative Landscape Plan be submitted to the County for the entire western property line between the Bristol Pointe Community and both the Temple site and the proposed medical office building site. In September, 2006, the Development Review Officer (DRO) approved final site plans for the Temple and medical office parcels, both of which reflected the Alternative Landscape Plan.

In June, 2009, T-Mobile submitted an application to install a 100-foot, camouflaged cell-phone tower at the synagogue site, pursuant to a lease from the Temple. The site plan submitted by T-Mobile as part of its application included the previously approved Alternative Landscape Plan. In November, 2009, the final site plan for the cell phone tower was approved by the DRO. Building permits were applied for and, in December 2010, a final electrical inspection was conducted. The final electrical inspection contained a note indicating that no power should be released until all other inspections are passed. Neither T-Mobile nor the Temple has installed the Alternative Landscape Plan. Without installation of the Alternative Landscape Plan, T-Mobile is not entitled to a final certificate of occupancy for the cell phone tower. In spite of its failure to complete the requirements of the approved site plan, T-Mobile connected the cell phone tower to power through the Temple's irrigation system

Palm Beach County cited the Temple for failure to obtain a certificate of occupancy prior to connecting the cell phone tower to power in Complaint Number C-2011-04010004. Before the code enforcement complaint was brought to hearing, the Temple and T-Mobile Inc., petitioned, pursuant to F.S. §70.51, for alternative dispute resolution proceedings, alleging that the required implementation of the Alternative Landscape Plan was an unreasonable burden on the property owner. Bristol Pointe Homeowner's Association intervened in proceeding as an interested party.

The parties mediated the dispute at hearings in front of Special Magistrate Mark Berman on November 1, 2011, and March 19, 2012. Subsequent informal negotiations also occurred, resulting in the proposed settlement agreement. Under the agreement, Temple and T-Mobile will pay \$25,000.00 to the Bristol Pointe Homeowner's Association for additional landscaping materials to mitigate the visual impact of the cell-phone tower. The Temple and T-Mobile have already installed additional camouflage material for the cell-phone tower; as part of the agreement, the additional camouflage materials would be maintained. Further, the Temple will apply for a variance to maintain a thirty-foot ficus hedge that exists on the Temple's property and will remove invasive materials from the hedge and replant, as necessary, to make sure the ficus hedge provides an opaque barrier between the parcels. Once the Temple obtains the proper variances, and rehabilitates the ficus hedge, the County will inspect the cell-phone tower and issue a certificate of occupancy if the cell-phone tower otherwise meets building code requirements. Each party will pay their own costs and fees.

In the Matter of
Request for Relief from Code Enforcement
Pursuant to 70.51(3) F.S.
Complaint No.: C-2011-04010004
Anshei Emuna Synagogue
16191 S. Jog Road, Delray Beach, FL
Property Id.#: 00-42-46-27-00-000-3900

STIPULATED SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into on this _____ day of _____, 2012 (“Effective Date”), by and between Palm Beach County, a political subdivision of the State of Florida (“County”) and Anshei Emuna Congregation Inc., a Florida non-profit corporation, and T-Mobile South, LLC, a Delaware limited liability company, authorized to do business in Florida (hereinafter, collectively the “Petitioners”), with the consent of Bristol Pointe Homeowner’s Association (“Bristol Pointe HOA”), who has joined in this action as an affected party in interest.

RECITALS

WHEREAS, Anshei Emuna Congregation Inc. (hereinafter “the Temple”), is a Florida non-profit corporation that owns and operates a Temple at 16189 S. Jog Road, Delray Beach, FL; and

WHEREAS, the Temple appeared before the Board of County Commissioners in February, 2006, requesting a small scale land use amendment to the County’s Comprehensive Plan, and a development order amendment, under the County’s Unified Land Development Code, to delete 1.5 acres from the southern portion of the Temple Anshei Emuna site, which was originally approved in 1980, to re-designate the land-use of the deleted acreage from LR-3 (Low-Residential 3) to Institutional/3, and to re-zone the acreage from Residential Transitional (RT) to Institutional and Public Facilities (IPF), in order to accommodate a proposed medical office building.; and

WHEREAS, the agent for the land use applications negotiated a private agreement between the applicants and the neighboring community, Bristol Pointe HOA, which required that an Alternative Landscape Plan be submitted to the County for the entire western property line between the Bristol Pointe Community and both the Temple site and the proposed medical office building site; and

WHEREAS, when the applicant submitted its site-plan for the new medical office parcel it included the Alternative Landscape Plan elements that were part of its private agreement; and

WHEREAS, In September, 2006, the Development Review Officer (DRO) approved final site plans for the medical office parcel, which included the already developed portions of the Temple and was agreed to by Bristol Pointe HOA; and

WHEREAS, the developer and successive owners intended to build the proposed medical office never developed the southern site and as such never completed the buffer contained within the Alternative Landscape Plan; and

WHEREAS, in June, 2009, T-Mobile South, LLC, submitted an application to install a 100-foot, camouflaged cell-phone tower (known as a "stealth tower"), in the form of a pine tree, at the synagogue site, pursuant to a lease from the Temple. The site plan submitted by T-Mobile as part of its application attached the previously submitted Alternative Landscape Plan; and

WHEREAS, in November, 2009, the final site plan for the stealth tower was approved by the DRO, which included the attached Alternative Landscape Plan; and

WHEREAS, in December, 2010, Petitioners applied for building permits and a final electrical inspection was conducted. The final electrical inspection contained a note indicating that no power should be released until all other inspections are passed. Neither T-Mobile South, LLC, nor the Temple installed all of the landscaping contained in the Alternative Landscape Plan; and

WHEREAS, without implementation of the Alternative Landscape Plan, the County would not issue a final certificate of occupancy for the stealth tower; and

WHEREAS, notwithstanding its failure to receive a certificate of occupancy for the stealth tower, T-Mobile Inc. connected the stealth tower to power through the Temple's irrigation system; and

WHEREAS, Palm Beach County initiated code enforcement action against the Temple for the unpermitted electrical connection in Case No.: C-2011-04010004; and

WHEREAS, the Temple petitioned for relief under F.S. §70.51, et. seq., on April 7, 2011, contending that the County's code enforcement action in Case No. C-2011-04010004 substantially burdened the Temple's use of the real property; and

WHEREAS, the Bristol Pointe HOA, a homeowners association organized pursuant to F.S. §720, has been participating in the F.S. §70.51 proceedings as an affected party, and has advised the County and the Petitioners that the stealth tower adversely impacts the Bristol Pointe community because the stealth tower is visible from the homes in the community; and

WHEREAS, all of the parties attended mediation on December 12, 2011, and March 19, 2012, and wish to amicably resolve the disputes set forth above; and

WHEREAS, there is presently an approximately thirty-foot ficus hedge located on the western boundary of the Temple's property, between the Temple and the Bristol Pointe Community, which Bristol Pointe HOA, the Temple, and T-Mobile South, LLC, would like to remain in place, but which contains invasive species that must be removed; and

WHEREAS, the stealth tower may have been insufficiently camouflaged and required additional "stealth" material, in the form of additional faux pine tree needles, branches, camouflage paint on the base, and/or "socks"; to be installed and to be maintained; and

WHEREAS, the parties agree that the installation of additional landscaping material, at key locations within Bristol Pointe Community may assist in reducing the visual impact of the stealth tower on the neighboring homeowners; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and the Petitioners agree as follows:

1. Recitals. The foregoing Recitals are true and correct and hereby incorporated in this Agreement.

2. Ficus Hedge. Petitioners agree to apply for a variance from the Palm Beach County Zoning Commission, in order to avoid having to trim the approximately thirty-foot (30') ficus hedge in the buffer area to twelve feet (12'), as required by the Palm Beach County Unified Land Development Code ("ULDC"). Petitioners agree to file a sufficient application for the variance with the County no later than thirty (30) days after the Palm Beach County Board of County Commissioners approves this Agreement. For the purposes of this agreement, a sufficient application is an application that contains all information, data, documents, studies and attachments, required by the applicable provisions of the ULDC, as interpreted by Palm Beach County staff.

- a. Petitioners acknowledge that the ficus hedge is presently inundated with invasive species, particularly Brazilian Pepper and Earlecap Acacia, and agrees to remove at their expense, all invasive species within sixty (60) days of the approval of this Agreement.
- b. Petitioners acknowledge that the ficus hedge must serve as an opaque barrier between the properties and agree to install, at their expense, replacement ficus plants on the Temple's property, at a height and spacing meeting ULDC requirements to restore the hedge to sufficient opacity once the invasive species are removed. The Parties further acknowledge Palm Beach County will determine the hedge to be sufficiently opaque if, and only if, the replacement ficus plants touch the existing plant material at the time of

planting, as the replacement plantings are expected to grow to become more solid and opaque.

- c. The Parties agree and acknowledge that, once the ficus hedge has been cleared of invasive species and restored to an opaque condition, the ficus hedge, located within the property boundaries of that certain parcel owned by Petitioner, Anshei Emuna Congregation, Inc. as further described as Exhibit "A" shall be maintained in the same general condition and shall not be modified.

3. Royal Palm Plantings. The parties agree that the visual impacts of the stealth tower would be mitigated by planting no fewer than five (5) thirty-foot (30') grey wood Royal Palms on property within the Bristol Pointe Community, rather than the twenty-two (22), fourteen foot (14') live oak trees, twenty foot (20') on center, in the middle of the buffer area, presently required by the ULDC. Petitioners agree to give a grant of twenty-five thousand dollars (\$25,000.00) to Bristol Pointe HOA, for the purchase and installation of mitigating materials and/or associated costs. Nothing in this agreement prevents Bristol Pointe HOA from choosing alternative materials other than the Royal Palms identified above for the purpose of addressing and/or mitigating the visual impacts of the stealth tower.

4. Grant. Petitioners agree to deliver the above-referenced grant to Bristol Pointe HOA within fourteen days of the date the variance is approved by the appropriate legislative body.

5. Variance. Petitioner, T-Mobile South, LLC, acknowledges that maintaining the thirty-foot ficus hedge in lieu of the twenty-two (22), fourteen foot (14') live oak trees, twenty foot (20') on center, in the middle of the buffer area, as presently required by the ULDC, requires the receipt of a variance from the Palm Beach County Zoning Commission. Petitioners agree to submit within thirty (30) days of approval of this Agreement by the Palm Beach County Board of County Commissioners a sufficient application for the variance required to accommodate the maintenance of the thirty-foot ficus hedge, in lieu of the twenty-two (22), fourteen foot (14') live oak trees, twenty foot (20') on center, in the middle of the buffer area. For the purposes of this agreement, a sufficient application is an application that contains all information, data, documents, studies and attachments, required by the applicable provisions of the ULDC, as interpreted by Palm Beach County staff.

6. Stealthing. Petitioners have provided additional stealthing materials to camouflage the antennae on the cell phone tower at their expense through the installation of camouflaging fabric coverings, known as "socks." Petitioner, T-Mobile South, LLC, has also installed at its expense additional stealth material, in the form of additional faux pine needles and

branches to provide additional coverage for the metal cell tower base and to provide a more realistic tree-like appearance. Petitioner T-Mobile South, LLC, also agrees to maintain the additional stealthing materials for so long as the cell phone tower remains on the property. Should the ownership of the cell phone tower change prior to its removal, the successor owner shall be responsible for the cell phone tower's maintenance, including but not limited to maintenance of the stealthing materials, under this Agreement.

7. No contract zoning. Petitioners and the Bristol Pointe HOA agree and acknowledge that Palm Beach County has not made and will not make any assurances regarding the variances provided for in this Agreement, or regarding any other zoning or planning decision related to the Temple property. Petitioners and the Bristol Pointe HOA acknowledge that this Agreement in no way restricts the legislative, quasi-judicial or executive discretion of the Board of Commissioners, the Palm Beach Zoning Commission, or staff of the Board of Commissioners regarding the content of any application, and does not guarantee any particular results for Petitioners and the Bristol Pointe HOA on the applications. The parties further acknowledge that all governmental actions to be taken by the County, the Board of Commissioners, County staff and quasi-judicial boards regarding the Temple property shall be in conformance with applicable laws and ordinances, with no guarantees or agreement by the County as to any particular recommendation or approval.

8. Remedies in the event variances are not granted. The parties agree and acknowledge that the decision to grant variances rests in the sole discretion of the Palm Beach County Zoning Commission. In the event that variances are not granted, Petitioners are relieved of their obligations in Paragraph 3 above, but shall maintain the stealthing agreed to by the parties in Paragraph 6. If the variances are not granted, Petitioners shall request a modification of the landscaping requirements of the approved Site Plan, pursuant to the modification procedures set forth in the ULDC. Petitioners shall notify the Bristol Pointe HOA in writing of its decision to request a modification of the Site Plan, within ten days of the denial of the variance applications. Petitioners' failure to obtain a variance shall not revive the F.S. §70.51 alternative dispute resolution petition at issue in the above-styled proceeding. Nothing in this provision prevents the Petitioners' from appealing the decision of the Palm Beach County Zoning Commission, in the event of a denial of the variance application. If an appeal is taken of a decision to deny a variance application, Petitioners shall notify the Bristol Pointe HOA when the appeal is filed.

9. Limited third party beneficiary status. The parties agree and acknowledge that the Bristol Pointe HOA is granted limited third party beneficiary status under this Agreement for the sole purpose of consenting to and enforcing the responsibilities of T-Mobile South, LLC, and the Temple. The parties agree, acknowledge, and expressly stipulate that this Agreement is not intended to and confers no third party beneficiary status or other rights on the Bristol Pointe

HOA relative to any right, duty, responsibility, or obligation undertaken by or provided to the County, as a result of the provisions of this Agreement. The parties agree, acknowledge, and expressly stipulate that this Agreement is not intended to and does not confer any greater rights to the Bristol Pointe HOA to participate in or appeal any decision made by the Palm Beach County Board of County Commissioners, the Palm Beach Zoning Commission, Palm Beach County staff, or any other administrative entity acting on Palm Beach County's behalf, than those rights held under existing statutes, ordinances, and/or common law.

10. Certificate of occupancy. Upon completion of the landscaping portion of the amended site plan, Petitioners shall notify the County and shall request a final inspection of the site. If the site, the cell tower, and the electrical connection conform with the amended site plan and all applicable building codes, the County Building Department will issue a certificate of occupancy for the cell tower. Compliance with site plan conditions and applicable building codes shall be determined at the discretion of and within the expertise of Palm Beach County Building Department staff. This Agreement in no way relieves Petitioners of the obligation to meet all applicable Florida Building Code requirements and local amendments thereto.

11. Attorney's Fees and Costs. Each party shall be responsible for its own attorney's fees and costs in the F.S. §70.51, et. seq., proceeding. Each party shall be responsible for their statutory share of the cost of the special magistrate as set forth in F.S. §70.51, et. seq. Bristol Pointe HOA is not responsible for sharing the cost of the special magistrate, pursuant to F.S. §70.51 (28)(2012).

12. Notice. Any notice required by this Agreement shall be made in writing to the following:

If to the County:

Amy Taylor Petrick, Esq.
Senior Assistant County Attorney
Palm Beach County Attorney's Office
300 North Dixie Highway, Suite 359
West Palm Beach, FL 33401

and

Richard Gathright
Palm Beach County Building Official
Vista Center
2300 N Jog Road

West Palm Beach, FL 33411-2741

If to Anshei Emuna Congregation, Inc.:

Anshei Emuna Synagogue
16189 S. Jog Road,
Delray Beach, FL
Attention: Peter Levine, Vice President

and

Steven E. Wallace, Esq.
The Wallace Law Group, P.L.
1375 Gateway Boulevard
Boynton Beach, Florida 33426

and

Neil Schiller, Esq.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

If to T-Mobile South, LLC:

Al Engelland, Esq.
T-Mobile
P.O. Box 53090
Bellevue, WA 98015

and

Neil Schiller, Esq.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

If to Bristol Pointe Homeowner's Association, Inc.:

Mr. Jack Sheinker, President

Bristol Pointe Homeowner's Association
c/o Lang Management
21045 Commercial Trail
Boca Raton, FL 33486

and

Gary Brandenburg, Esq.
Brandenburg & Associates, P.A.
11891 U.S. Highway One, Suite 100
North Palm Beach, FL 33408

13. Dismissal of Alternative Dispute Resolution. Upon execution of this Agreement by all the parties, the parties shall submit the settlement agreement for approval by the Special Magistrate of the above-styled proceedings filed under F.S. §70.51, et. seq., which approval will completely resolve the matters raised in the above-styled administrative proceedings.

14. Dismissal of Code Enforcement Proceeding. Upon T-Mobile's receipt of a Certificate of Occupancy for the Tower, County shall file a Notice of Dismissal of Code Case No. C-2011-04010004, without prejudice.

15. Headings. The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

16. Waiver/Amendment. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

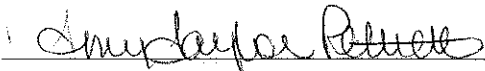
IN WITNESS WHEREOF, this Settlement Agreement has been executed by the County, Anshei Emuna Congregation, Inc., and T-Mobile South, LLC, and their respective counsel on the dates indicated below, with Bristol Pointe Homeowner's Association, Inc., and its counsel signing to indicate its consent and approval of the Agreement on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA


ATTEST:

By: By:
Its: Its:


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: 
Amy Taylor Petrick
Senior Assistant County Attorney

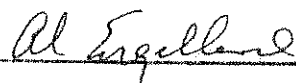
ANSHEI EMUNA CONGREGATION, INC.

By: 
Jack Levine
Its: I GARCEL
Vice President

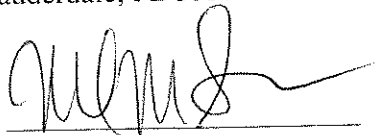
T-MOBILE SOUTH, LLC

By: 
Harlan Kickhefer
Its: Director, South Florida Engineering and Operations
626112

T-Mobile Legal Approval By:



Attorney for Anshei Emuna Congregation Inc. and T-Mobile South, LLC
Becker & Poliakoff
P.O. Box 9057
Fort Lauderdale, FL 33310-9057

By: 
Neil Schiller, Esq.,

CONSENT & APPROVAL:

BRISTOL POINTE HOMEOWNER'S ASSOCIATION, INC.

By: _____
Jack Sheinker
Its: President

Attorney for Bristol Pointe Homeowner's Association, Inc.,
Brandenburg & Associates, P.A.
11891 U.S. Highway One, Suite 100
North Palm Beach, FL 33408

By: _____
Gary Brandenburg, Esq.,

Attorney for Anshei Emuna Congregation Inc. and T-Mobile South, LLC
Becker & Poliakoff
P.O. Box 9057
Fort Lauderdale, FL 33310-9057

By: _____
Neil Schiller, Esq.,

CONSENT & APPROVAL:

BRISTOL POINTE HOMEOWNER'S ASSOCIATION, INC.

By: _____
Jack Sheinker
Its: President

Attorney for Bristol Pointe Homeowner's Association, Inc.,
Brandenburg & Associates, P.A.
11891 U.S. Highway One, Suite 100
North Palm Beach, FL 33408

By: _____
Gary Brandenburg, Esq.,

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF "THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF "BRISTOL POINTE" AS RECORDED IN PLAT BOOK 85, PAGES 187 THROUGH 190, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 20 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF THE N.E. ¼ OF THE N.W. ¼ SECTION 27-46.42, A DISTANCE OF 281.40 FEET TO AN ANGLE POINT IN SAID "BRISTOL POINTE"; THENCE NORTH 00 DEGREES 17 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF THE WEST ½ OF THE S.E. ¼ OF THE N.W. ¼ OF SECTION 27-46-42 A DISTANCE OF 232.20 FEET TO THE P.O.B.; THENCE CONTINUE NORTH 0 DEGREES 17 MINUTES 20 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 448.43 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 56 SECONDS EAST A DISTANCE OF 281.45 FEET; TO A POINT ON THE WEST RIGHT OF WAY LINE OF JOG ROAD AS NOW ESTABLISHED HAVING A RIGHT OF WAY WIDTH OF 120 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 05 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF JOG ROAD A DISTANCE OF 448.43 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 56 SECONDS WEST A DISTANCE OF 281.42 FEET TO THE POINT OF BEGINNING.

ACTIVE: 3924329_1