

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 4, 2013

Consent [X]
Public Hearing []

Regular []

Department: Water Utilities DepartmentI. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Agreements received during the six (6) month period of September 2012 to March 2013:

- A) Indemnification Agreement with Westgate Plaza Apartments, LTD (WUD # 11-525) District 7 (MJ);
- B) Indemnification Agreement with Colonial Lakes Apartments, LTD (WUD #11-523) District 2 (MJ); and
- C) Indemnification Agreement with Southern & Crestwood Properties, LLC a Florida limited liability company (WUD #12-528) District 6 (MJ).

Summary: In accordance with County PPM CW-0-051, all delegated contracts/agreements/grants/procurement items must be submitted by the initiating Department as a receive and file agenda item. The attached Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Deputy Director of the Water Utilities Department in accordance with Resolutions R93-1619, R96-0228, and R2003-0539 and are now being submitted to the Board to receive and file.

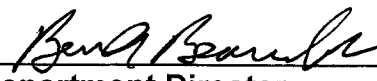
Background and Justification: The Board of County Commissioners delegated the authority to execute various types of Standard Development Agreements, and related documents including Standard Indemnity Agreements to the Department Director including potable water and wastewater agreements (R93-1619); reclaimed water agreements (R96-0228); and additional conditions for potable water, wastewater, and reclaimed water agreements (R2003-0539).

The Agreements attached have been executed on behalf of the Board by the County Administrator/Director/Deputy Director of the Water Utilities Department in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

Attachments:


- A. One (1) Copy Indemnification Agreement with Westgate Plaza Apartments, LTD
- B. One (1) Copy Indemnification Agreement with Colonial Lakes Apartments, LTD
- C. One (1) Copy Indemnification Agreement with Southern & Crestwood Properties, LLC

Recommended By:


 Department Director

 5/8/13
 Date

Approved By:


 Assistant County Administrator

 5-23-13
 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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

Is Item Included in Current Budget? Yes _____ No _____

Reporting Category N/A

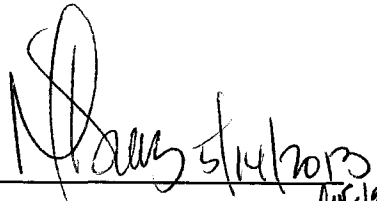
B. Recommended Sources of Funds/Summary of Fiscal Impact:

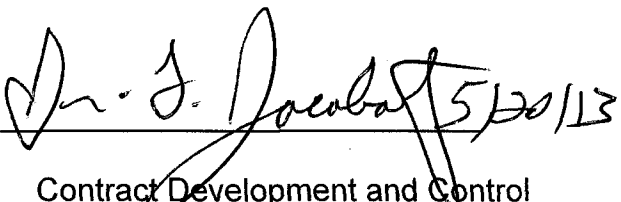
No Fiscal Impact

C. Department Fiscal Review: Debra M. Vest

III. REVIEW COMMENTS

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


 OFMB *5/14/2013*


 Contract Development and Control
5-20-13 B. Wheeler

B. Legal Sufficiency:


 Assistant County Attorney *5/21/13*

C. Other Department Review:

 Department Director



215
Prepared by and return to: Charge #1023 Will Call #133
Attn Plan Review JCR
Palm Beach County Water Utilities Department
8100 Forest Hill Blvd.
West Palm Beach, Florida 33413

CFN 20130160933
OR BK 25934 PG 0779
RECORDED 04/09/2013 11:52:12
Palm Beach County, Florida
Sharon R. Book, CLERK & COMPTROLLER
Pgs 0779 - 782; (4pgs)

EXHIBIT "Z"

INDEMNITY AGREEMENT
(Encroachment)

THIS INDEMNITY AGREEMENT made and entered into this 25th day of September, 2012 between Westgate Plaza Apartments, LTD (hereinafter referred to as "Owner") whose address is 1666 Kennedy Causeway Suite 505 North Bay Village, FL 33141 and Palm Beach County, (hereinafter referred to as "County"), whose address is c/o Palm Beach County Water Utilities Department, P. O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

WHEREAS, Owner holds title to a certain parcel of real property more particularly described as: Westgate Plaza Apartments Plat Book 114 Pg's 116 & 117 SEE ATTACHED EXHIBIT 'A' (hereinafter referred to as the "Property"); and

WHEREAS, the Property is encumbered by a certain utility easement (hereinafter referred to as the "Easement"), such Easement being for the benefit of County and other utilities; and

WHEREAS, Owner desires to install Sidewalks, Pavers, & Plants within a portion of the Easement (hereinafter referred to as "encroachment").

NOW THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:


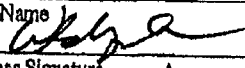
1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. County hereby consents to the installation by Owner of the encroachment within the Easement, subject to the terms herein.
3. In consideration of County's consent to the installation of the encroachment within the Easement, Owner shall immediately remove said encroachment upon the request of County or, in the event that County determines, in its sole and exclusive discretion that it is necessary or desirable to construct, maintain, repair, remove or replace any facilities of County's property (including but not limited to transmission lines, valves, pumps, meters, and appurtenances) located under, over, or upon the Easement, and such work requires the removal, repair, replacement and/or relocation of the encroachment or the relocation of County's facilities in whole or in part, such removal, repair, replacement and/or relocation shall be done by County or its assigns and any and all expenses or damages incurred as a result of the removal of said encroachment shall be at the sole cost and expense of the Owner.
4. Owner, its successor, heirs and/or assigns, hereby agrees to indemnify and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against County as a result of or in any way connected to the encroachment within the Easement or its removal or any occurrence upon said encroachment.
5. This Indemnity Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Palm Beach County, Florida.
6. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code; Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the activities of anyone contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and detect corruption and fraud.

SDA #

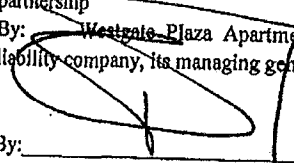
IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:


 Witness Signature _____
 Justin Gilbert
 Print Name _____

 Witness Signature _____
 Wesley Gars
 Print Name _____

OWNER:

WESTGATE PLAZA APARTMENTS, LTD., a Florida limited
 partnership
 By: 
 Westgate Plaza Apartments GP, LLC, a Florida limited
 liability company, its managing general partner
 By: _____
 Francisco Rojo, Vice President

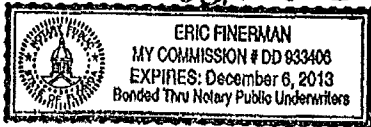


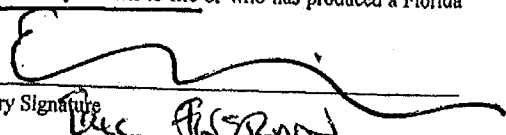
NOTARY CERTIFICATE

STATE OF FLORIDA)
) SS:
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 25 day of Sept., 2012, by Francisco Rojo, as Vice President of Westgate Plaza Apartments GP, LLC, a Florida limited liability company, the Managing General Partner of Westgate Plaza Apartments, Ltd., a Florida limited partnership, who is personally known to me or who has produced a Florida driver's license as identification.

My commission expires: December 6, 2013




 Notary Signature _____
 Eric Finerman
 Typed, printed or stamped Name of Notary

WITNESSES:

Signed in the presence of:

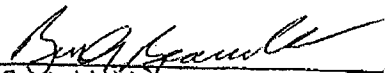
Witness _____

 Print Name _____

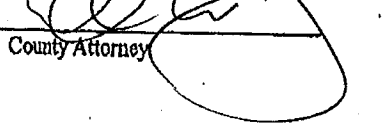
 Witness Signature _____

 Print Name _____

**PALM BEACH COUNTY, FLORIDA, ON
BEHALF OF ITS BOARD OF COUNTY
COMMISSIONERS**

BY: 
 County Administrator or Designee

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
 County Attorney

THIS INSTRUMENT PREPARED BY
 DAVID P. LINDLEY
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS - ENGINEERS - PLANNERS
 7301-A WEST PALMETTO PARK ROAD, SUITE 100A
 BOCA RATON, FLORIDA 33433 - (561)382-1991
 MARCH - 2011

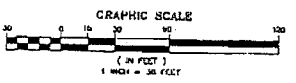
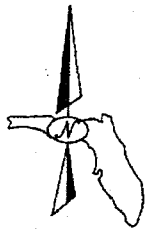
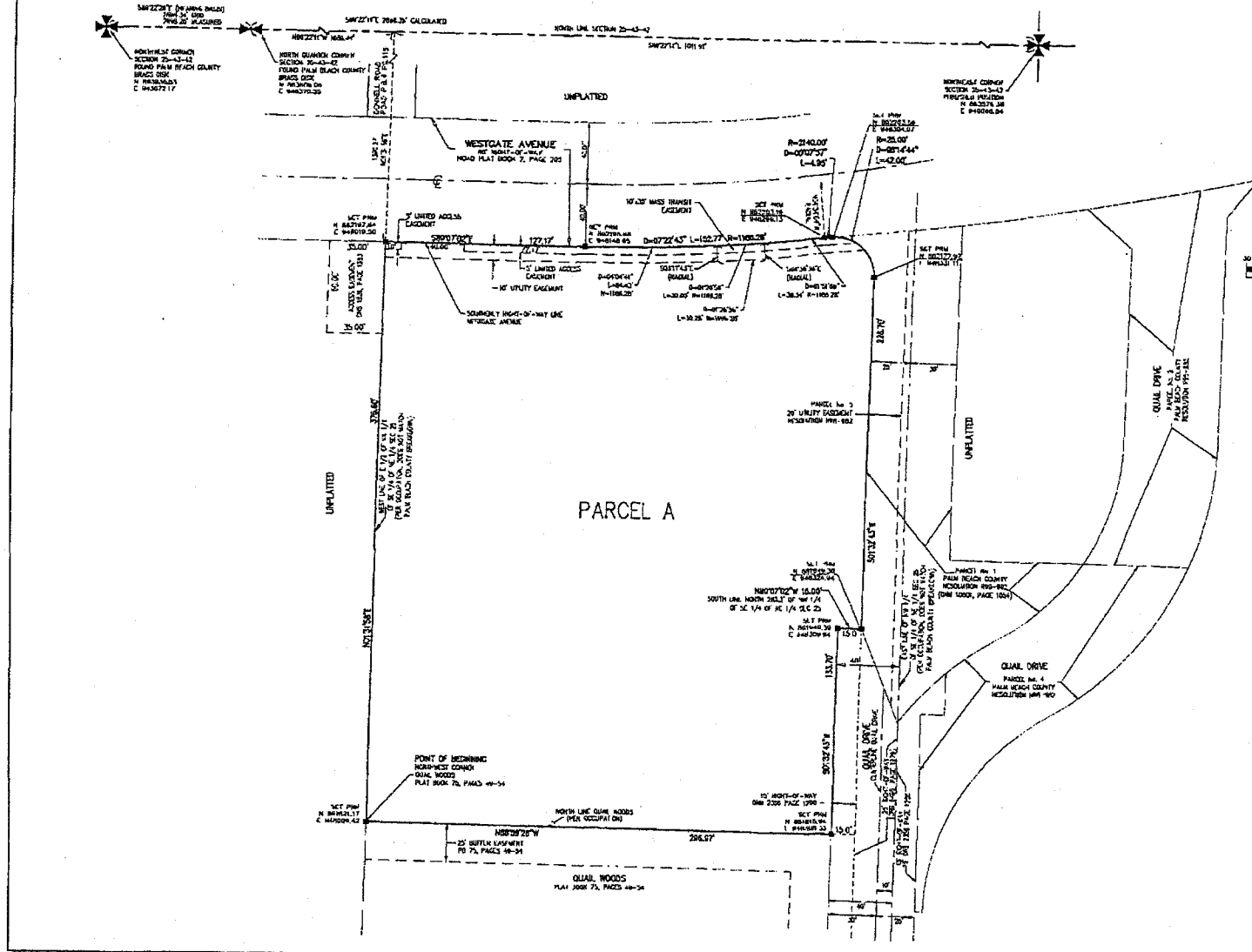
WESTGATE PLAZA APARTMENTS

A PORTION OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

117

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAN WAS FILED FOR
 RECORD AT _____ M.
 P.M. _____ DAY OF _____
 A.D. 2011 AND DEEPLY RECORDED
 IN PLAT BOOK _____ AND _____ ON
 PAGES _____ AND _____
 SHARON H. BOCK
 CLERK AND COMPTROLLER
 BY _____
 DEPUTY CLERK

SHEET 2 OF 2



NOTES
COORDINATES, BEARINGS AND DISTANCES
 COORDINATES GIVEN ARE GRID COORDINATES AS HAD IN 1980
 (NAD 83) DATUM. ELEVATION IS SEA LEVEL.
 LINEAR UNIT = US SURVEY FEET.
 COORDINATE SYSTEM: NAD 83, HORIZONTAL
 PROJECTION: UTM ZONE 18N
 SCALE FACTOR = 1.0000075
 ORIGINAL COORDINATE SCALE FACTOR AND DISTANCE
 BEARINGS AS SHOWN HEREON ARE ON DATUM
 HAD IN 1980 ADJUSTMENT, FLORIDA EAST ZONE.

- SURVEY NOTES:**
- IN THOSE CASES WHERE EASEMENTS OR EASEMENT TYPES COULD OR SHOULD EXIST, THE EASEMENTS (WHICH) SHALL HAVE FIRST PRIORITY. UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY. OTHER EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE CONSIDERED TO BE LESS THAN THESE PRIORITY EASEMENTS.
 - NO EASEMENTS OR RIGHTS OF WAY ARE REQUIRED BY CURRENT PALM BEACH COUNTY ZONING REGULATIONS.
 - NO EASEMENTS OR RIGHTS OF WAY ARE REQUIRED BY THIS INSTRUMENT OR ANY APPLICABLE COUNTY APPROVALS OR PERMITS AS REQUIRED FOR THESE EASEMENTS.
 - APPROVAL OF ALL UTILITIES CROSSING THIS EASEMENT, INCLUDING WATER AND SEWER, SHALL BE THE RESPONSIBILITY OF THE APPLICANT.
 - BEARINGS ARE RELATIVE TO A GRID BEARING OF SURETY ALONG THE NORTH LINE OF THE NW 1/4 SECTION 25-43-42.
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 - BEARINGS ARE RELATIVE TO A GRID BEARING OF SURETY ALONG THE NORTH LINE OF THE NW 1/4 SECTION 25-43-42.

EXHIBIT 'A'



215
Prepared by and return to: Charge #1023 Will Call #133
Attn Plan Review JCR
Palm Beach County Water Utilities Department
8100 Forest Hill Blvd.
West Palm Beach, Florida 33413

CFN 20130160932
OR BK 25934 PG 0774
RECORDED 04/09/2013 11:52:12
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0774 - 778; (5pgs)

EXHIBIT "Z"

**INDEMNITY AGREEMENT
(Encroachment)**

THIS INDEMNITY AGREEMENT made and entered into this 19th day of October, 2012 between Colonial Lakes Apartments, LTD (hereinafter referred to as "Owner") whose address is 477 South Rosemary Ave, Suite 301 West Palm Beach, FL 33401 and Palm Beach County, (hereinafter referred to as "County"), whose address is c/o Palm Beach County Water Utilities Department, P. O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

WHEREAS, Owner holds title to a certain parcel of real property more particularly described as: Colonial Lakes Apartments Plat Book 114 Pg.'s 143 to 145 SEE ATTACHED EXHIBIT 'A' (hereinafter referred to as the "Property"); and

WHEREAS, the Property is encumbered by a certain utility easement (hereinafter referred to as the "Easement"), such Easement being for the benefit of County and other utilities; and

WHEREAS, Owner desires to install Paver Bricks within a portion of the Easement (hereinafter referred to as "encroachment").

NOW THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. County hereby consents to the installation by Owner of the encroachment within the Easement, subject to the terms herein.
3. In consideration of County's consent to the installation of the encroachment within the Easement, Owner shall immediately remove said encroachment upon the request of County or, in the event that County determines, in its sole and exclusive discretion that it is necessary or desirable to construct, maintain, repair, remove or replace any facilities of County's property (including but not limited to transmission lines, valves, pumps, meters, and appurtenances) located under, over, or upon the Easement, and such work requires the removal, repair, replacement and/or relocation of the encroachment or the relocation of County's facilities in whole or in part, such removal, repair, replacement and/or relocation shall be done by County or its assigns and any and all expenses or damages incurred as a result of the removal of said encroachment shall be at the sole cost and expense of the Owner.
4. Owner, its successor, heirs and/or assigns, hereby agrees to indemnify and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against County as a result of or in any way connected to the encroachment within the Easement or its removal or any occurrence upon said encroachment.
5. This Indemnity Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Palm Beach County, Florida.
6. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the activities of anyone contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and detect corruption and fraud.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:

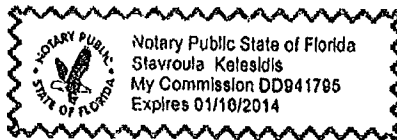
[Signature]
Witness Signature
Jesse W. [unclear]
Print Name

[Signature]
Witness Signature
DIAMOND KOUB
Print Name

OWNER:

COLONIAL LAKES APARTMENTS, LTD.
By: Colonial Lakes Apartments GP, LLC
By: TRG Member of FL I, LLC

[Signature]
Print Name
William Todd Fabbri
Print Name



NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19th day of October, 2012, by William Todd Fabbri who is personally known to me or who has produced [unclear] as identification.

My Commission Expires: 1/16/2014

[Signature]
Signature of Notary
Stavroula Kelesidis
Typed, Printed or Stamped Name of Notary

WITNESSES:

Signed in the presence of:

Witness

Print Name

Witness Signature

Print Name

PALM BEACH COUNTY, FLORIDA, ON
BEHALF OF ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
County Administrator or Designee

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney



215
 Prepared by and return to: Charge #1023 Will Call #133
 Attn Plan Review JCR
 Palm Beach County Water Utilities Department
 8100 Forest Hill Blvd.
 West Palm Beach, Florida 33413

CFN 20130160934
 OR BK 25934 PG 0783
 RECORDED 04/09/2013 11:52:12
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0783 - 798; (16pgs)

EXHIBIT "Z"

**INDEMNITY AGREEMENT
 (Encroachment)**

THIS INDEMNITY AGREEMENT made and entered into this 27th day of February, 2013 between Southern and Crestwood Properties LLC, a Florida limited liability company (hereinafter referred to as "Owner") whose address is C/O Strategic Realty Services, LLC, 901 Northpoint Parkway, Suite 200, West Palm Beach, FL 33407 and Palm Beach County, (hereinafter referred to as "County"), whose address is c/o Palm Beach County Water Utilities Department, P. O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

WHEREAS, Owner holds title to a certain parcel of real property more particularly described as: SEE ATTACHED EXHIBIT "A" (hereinafter referred to as the "Property"); and

WHEREAS, the Property is encumbered by a certain utility easement recorded in Official Records Book 12692, Pages 112 - 119, in the public records of Palm Beach County, Florida as more particularly described on Exhibit "B" attached hereto (hereinafter referred to as the "Easement"), such Easement being for the benefit of County and other utilities; and

WHEREAS, The subtenant of the Property (the "subtenant") desires to install improvements within a portion of the Easement in relation to an athletic/recreation area which would include, without limitation, landscaping and irrigation (hereinafter referred to as the "encroachment"); and

NOW THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. County hereby consents to the installation by the subtenant of the encroachment within the Easement, subject to the terms herein.
3. In consideration of County's consent to the installation of the encroachment within the Easement, Owner shall immediately remove said encroachment upon the request of County or, in the event that County determines, in its sole and exclusive discretion that it is necessary or desirable to construct, maintain, repair, remove or replace any facilities of County's property (including but not limited to transmission lines, valves, pumps, meters, and appurtenances) located under, over, or upon the Easement, and such work requires the removal, repair, replacement and/or relocation of the encroachment or the relocation of County's facilities in whole or in part, such removal, repair, replacement and/or relocation shall be done by County or its assigns and any and all expenses or damages incurred as a result of the removal of said encroachment shall be at the sole cost and expense of the Owner.
4. Owner, its successor, heirs and/or assigns, hereby agrees to indemnify and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against County as a result of or in any way connected to the encroachment within the Easement or its removal or any occurrence upon said encroachment.
5. This Indemnity Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Palm Beach County, Florida.
6. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the activities of anyone contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and detect corruption and fraud.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

WITNESSES:

Signed, sealed and delivered in the presence of:

Dawn Ann Fontana
Witness Signature

Dawn Ann Fontana
Print Name

William B. Mason
Witness Signature

William B. Mason
Print Name

OWNER:

Southern & Crestwood Properties, LLC
a Florida limited liability company

By: [Signature]
Name: Samuel De Angelis
Title: Managing Member

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF ~~PALM BEACH~~ Broward

On this 25 day of February, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared Samuel DeAngelis, Managing Member of Southern & Crestwood Properties, LLC, a Florida limited liability company, on behalf of the company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free an voluntary act and deed of said company, for the uses and purposes therein mentioned, and an oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My Commission Expires:



Dawn Ann Fontana
Notary Public in and for the
State of Florida

WITNESSES:

Signed, sealed and delivered in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

**PALM BEACH COUNTY, FLORIDA, ON
BEHALF OF ITS BOARD OF COUNTY
COMMISSIONERS**

By: [Signature]
Name: BEVIN A. BEAUDET
Title: UTILITIES DIRECTOR
County Administrator or Designee

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

SDA#
Prepared by and return to:
Palm Beach County Water Utilities Department
P.O. Box 16097
West Palm Beach, Florida 33416-6097

**CONSENT AND SUBORDINATION OF MORTGAGEE FOR INDEMNITY
AGREEMENT**

The undersigned mortgagee does hereby consent to this Indemnity Agreement, across the lands herein described, and agrees that its Mortgage and Security Agreement, executed by Slabrage Group R.P.B., Inc., a Florida corporation, Mortgagor, in favor of First Union, Mortgagee, dated March 31, 2000, recorded March 31, 2000 in Official Records Book 11693, Page 551, assigned to John Hancock Life Insurance Company by Assignment of Mortgage and Assignment of Mortgage Loan Documents recorded June 19, 2001 in Official Records Book 12659, Page 1626 of the Public Records of Palm Beach County, Florida, together with that Florida Second Mortgage and Security Agreement dated June 14, 2001, recorded June 19, 2001 in Official Records Book 12659, Page 1632, both as modified by Consolidated, Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement dated June 14, 2001, recorded June 19, 2001 in Official Records Book 12659, page 1648 and as affected by Assignment and Assumption Agreement dated May 21, 2002 and recorded May 23, 2002 in Official Records Book 13736, Page 1404 of the Public Records of Palm Beach County, Florida, shall be subordinated to this Indemnity Agreement. The grant of this consent shall not be deemed an assumption by the undersigned of any of the obligations arising under the Indemnity Agreement, nor a waiver, release or modification of any of the terms and provisions of the Mortgage.

IN WITNESS WHEREOF, the Grantor/Mortgagee has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

Raul G. Lopez
Witness RAUL G. LOPEZ

Francine M. Capone
Witness FRANCINE M. CAPONE

**JOHN HANCOCK LIFE INSURANCE COMPANY
(U.S.A.)**

By: Patricia C. Coyne
Name: Patricia C. Coyne
Its: Senior Credit Officer

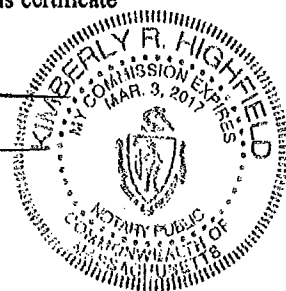
**STATE OF FLORIDA
COUNTY OF PALM BEACH**

On this 26th day of February, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared Patricia C. Coyne, to me known to be the Senior Credit Officer of John Hancock Life Insurance Company, U.S.A., Michigan corporation on behalf of the company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and an oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My Commission Expires:
3/3/17

Kimberly R. Highfield
Notary Public in and for the
State of Florida



**CONSENT OF ABS FLA INVESTOR, LLC
TO INDEMNITY AGREEMENT (Encroachment)**

The undersigned, ABS FLA INVESTOR LLC, a Delaware limited liability company, as successor to Albertson's Inc., a Delaware corporation ("ABS"), as tenant of Parcel 2 in accordance with that certain Memorandum of Shopping Center Ground Lease recorded in the public records of Palm Beach County, Florida at O.R. Book 11693, Page 586, as amended, hereby joins in the execution of the Indemnity Agreement to which this Consent is attached for the sole purpose of evidencing its consent to the terms and provisions of said Agreement.

EXECUTED as of the day and year first above written.

Signed, Sealed, and Delivered
in the Presence of:

ABS FLA INVESTOR LLC,
a Delaware limited liability company

J McKenney
(Signature of Witness)

Judith McKenney

(Print Name of Witness)

Janie Carr
(Signature of Witness)

Janie Carr

(Print Name of Witness)

By: [Signature]
Name: Susan A. McMillan
Title: Authorized Signatory

BET

Exhibit A

The Property
Legal Description
(SCHOOL PARCEL)

A PORTION OF LOT 1, BLOCK "K" OF "LOXAHATCHEE GROVES" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12 AT PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN SOUTH 02 DEGREES 11 MINUTES 13 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 1200.00 FEET; THENCE RUN NORTH 89 DEGREES 17 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 70.61 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE EAST, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES 23 MINUTES 35 SECONDS EAST FROM SAID POINT; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, (ALSO BEING THE WEST RIGHT-OF-WAY LINE OF CRESTWOOD BOULEVARD [FORMERLY KNOWN AS FOLSOM ROAD] AS PER OFFICIAL RECORDS BOOK 9380, PAGE 879, PALM BEACH COUNTY, FLORIDA) HAVING A RADIUS OF 873.51 FEET, THRU A CENTRAL ANGLE OF 07 DEGREES 48 MINUTES 49 SECONDS, FOR AN ARC DISTANCE OF 119.13 FEET; THENCE RUN NORTH 87 DEGREES 58 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 280.66 FEET; THENCE RUN SOUTH 02 DEGREES 17 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 115.89 FEET; THENCE RUN SOUTH 87 DEGREES 42 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 02 DEGREES 17 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 99.06 FEET; THENCE RUN SOUTH 87 DEGREES 58 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 255.00 FEET TO A POINT ON THE SAID WEST RIGHT-OF-WAY LINE OF CRESTWOOD BOULEVARD; THENCE RUN SOUTH 03 DEGREES 50 MINUTES 12 SECONDS WEST ALONG SAID WEST LINE FOR A DISTANCE OF 34.43 FEET; THENCE RUN SOUTH 02 DEGREES 43 MINUTES 57 SECONDS WEST ALONG SAID WEST LINE FOR A DISTANCE OF 9.03 FEET; THENCE RUN NORTH 88 DEGREES 08 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 265.86 FEET; THENCE RUN SOUTH 02 DEGREES 11 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 540.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD; THENCE RUN NORTH 88 DEGREES 08 MINUTE 26 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 134.70 FEET; THENCE RUN NORTH 02 DEGREES 11 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 230.00 FEET; THENCE RUN NORTH 88 DEGREES 08 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 207.00 FEET; THENCE RUN SOUTH 02 DEGREES 11 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 230.00 FEET TO A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD; THENCE RUN NORTH 88 DEGREES 08 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 46.30 FEET TO A POINT LYING ON THE WEST LINE OF SAID LOT 1; THENCE RUN NORTH 02 DEGREES 11 MINUTES 13 SECONDS EAST ALONG SAID WEST LINE FOR A DISTANCE OF 856.00 FEET; THENCE RUN SOUTH 88 DEGREES 08 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 383.00 FEET; THENCE RUN NORTH 02 DEGREES 11 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 55.04 FEET; THENCE RUN SOUTH 89 DEGREES 17 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 289.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 328,660 SQUARE FEET (7.545 ACRES), MORE OR LESS.

Exhibit B

Utility Easement

Record and Return to:
Mary Arna Gould
Village Clerk
Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411

UTILITY EASEMENT

THIS EASEMENT is made, granted and entered into this 19th day of April, 2001, by SLABBAGE GROUP R.P.B., INC. (hereinafter referred to as "Grantor"), whose address is 3600 Ficus Place, Grant, Florida 32949, to the Village of Royal Palm Beach (hereinafter referred to as "Grantee"), 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411.

WITNESSETH

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual non-exclusive utility easement which shall permit Grantee authority to enter upon the property of the Grantor described below at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect potable water, reclaimed water and/or wastewater lines and appurtenant facilities and equipment in, on, over, under and across the easement premises. This utility easement or portion thereof can also be utilized for a wastewater pump station and may be fenced in for access control purposes. The easement hereby granted covers a strip of land lying, situate and being in the Village of Royal Palm Beach, Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", FOR LOCATION SKETCH AND LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement subject to mortgages and other encumbrances of record.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

Signed, sealed and delivered in the presence of:

Shannon Miller
Witness Signature
Shannon Miller
Print Name
Wendy Carlton
Witness Signature
WENDEY CARLTON
Print Name

GRANTOR:

SLABBAGE GROUP R.P.B., INC.
By: Roger D. Birt, II
Signature
Roger D. Birt, II, as President
Print Name

Signature

Print Name

(SEAL)

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19th day of April, 2001 by Roger D. Birt, II, as President of Slabrage Group R.P.B., Inc., who is personally known to me or who has produced _____ as identification.

My Commission Expires:



Constance M. Carlton
MY COMMISSION # CCM3771 EXPIRES
October 25, 2003
BONDING THROUGH FARM INSURANCE, INC.

Constance M. Carlton
Notary Signature
Constance M. Carlton
Typed, Printed or Stamped Name of Notary

Record and Return to:
Mary Anne Gould
Village Clerk
Village of Royal Palm Beach
1060 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411

CONSENT AND JOINDER OF MORTGAGEE FOR UTILITY EASEMENT

The undersigned mortgagee does hereby join in and consent to the granting of this Utility Easement, across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book 11693, Page 551, of the Public Records of Palm Beach County, Florida, shall be subordinated to this Utility Easement.

In WITNESS WHEREOF, the Grantor/Mortgagee has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:

[Signature]
Witness Signature

Cassandra Githitt
Print Name

[Signature]
Witness Signature

Jolly Burnett
Print Name

GRANTOR/MORTGAGEE:

FIRST UNION NATIONAL BANK

By: [Signature] FIRST UNION NATIONAL BANK
Its: VICE PRESIDENT

JEFFREY H. CANNON
Print Name

[Signature]
Signature

Print Name

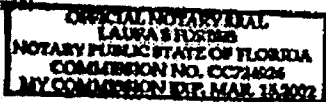
(SEAL)

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 1 day of May, 2001,
by JEFFREY H. CANNON and _____, who is/are both
personally known to me or who have produced _____ as identification.

My Commission
Expires _____



Laura S Forbes
Notary Signature

Laura S Forbes
Typed, Printed or Stamped Name of Notary



SKETCH AND LEGAL DESCRIPTION
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
 SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 FAX: (954) 572-1778
 CERTIFICATE OF AUTHORIZATION NO. LB3870
 E-MAIL: surveys@pulicelandsurveyors.com



LEGAL DESCRIPTION: WATER MAIN EASEMENT

A PORTION OF LOT 1, BLOCK "K" OF "LOXAHATCHEE GROVES", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12 AT PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 1, BLOCK "K" WITH THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD, SAID POINT BEING 120.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 02°11'13" EAST ON SAID WEST LINE 222.88 FEET; THENCE SOUTH 88°02'17" EAST 154.07 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°57'43" EAST 25.46 FEET; THENCE NORTH 87°17'45" WEST 9.92 FEET; THENCE NORTH 02°42'15" EAST 15.00 FEET; THENCE SOUTH 87°17'45" EAST 9.73 FEET; THENCE NORTH 01°57'43" EAST 270.09 FEET; THENCE NORTH 86°15'04" WEST 29.65 FEET; THENCE NORTH 03°44'56" EAST 15.00 FEET; THENCE SOUTH 86°15'04" EAST 29.18 FEET; THENCE NORTH 01°57'43" EAST 23.32 FEET; THENCE SOUTH 87°35'40" EAST 262.01 FEET; THENCE NORTH 02°31'59" EAST 213.66 FEET; THENCE NORTH 38°59'28" WEST 34.76 FEET; THENCE NORTH 87°43'12" WEST 73.90 FEET; THENCE SOUTH 01°51'34" WEST 17.01 FEET; THENCE NORTH 88°08'26" WEST 15.00 FEET; THENCE NORTH 01°51'34" EAST 17.12 FEET; THENCE NORTH 87°43'12" WEST 246.29 FEET; THENCE NORTH 42°41'25" WEST 40.20 FEET; THENCE NORTH 02°18'35" EAST 225.37 FEET; THENCE SOUTH 87°41'25" EAST 15.00 FEET; THENCE SOUTH 02°18'35" WEST 219.16 FEET; THENCE SOUTH 42°41'25" EAST 27.77 FEET; THENCE SOUTH 87°43'12" EAST 18.41 FEET; THENCE NORTH 00°49'18" WEST 18.42 FEET; THENCE NORTH 89°10'42" EAST 15.00 FEET; THENCE SOUTH 00°49'18" EAST 19.24 FEET; THENCE SOUTH 87°43'12" EAST 175.66 FEET; THENCE NORTH 03°20'51" EAST 10.72 FEET; THENCE NORTH 87°14'02" WEST 12.50 FEET; THENCE NORTH 02°46'58" EAST 20.27 FEET; THENCE SOUTH 88°08'26" EAST 57.77 FEET; THENCE SOUTH 01°51'34" WEST 31.52 FEET; THENCE SOUTH 87°43'12" EAST 80.81 FEET; THENCE SOUTH 38°59'28" EAST 47.24 FEET; THENCE SOUTH 02°31'59" WEST 44.12 FEET; THENCE SOUTH 88°12'34" EAST 158.10 FEET; THENCE SOUTH 01°47'26" WEST 15.00 FEET; THENCE NORTH 88°12'34" WEST 83.59 FEET; THENCE SOUTH 00°46'58" WEST 9.54 FEET; THENCE NORTH 89°14'02" WEST 15.00 FEET; THENCE NORTH 00°45'58" EAST 9.81 FEET; THENCE NORTH 88°12'34" WEST 59.70 FEET; THENCE SOUTH 02°31'59" WEST 11.61 FEET; THENCE SOUTH 86°28'17" EAST 18.11 FEET; THENCE SOUTH 03°31'43" WEST 15.00 FEET; THENCE NORTH 86°28'17" WEST 17.85 FEET; THENCE SOUTH 02°31'59" WEST 133.57 FEET; THENCE SOUTH 87°35'40" EAST 224.73 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF CRESTWOOD BOULEVARD; THENCE SOUTH 03°50'12" WEST ON SAID WEST RIGHT-OF-WAY LINE 17.69 FEET; THENCE CONTINUE ON SAID WEST RIGHT-OF-WAY LINE, SOUTH 02°43'57" WEST 9.03 FEET; THENCE NORTH 88°08'26" WEST 15.00 FEET; THENCE NORTH 02°43'57" EAST 9.40 FEET; THENCE NORTH 03°50'12" EAST 2.46 FEET; THENCE NORTH 87°35'40" WEST 471.25 FEET; THENCE SOUTH 01°57'43" WEST 333.76 FEET; THENCE NORTH 88°02'17" WEST 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE SECTION 33, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA AND CONTAINING 31,042 SQUARE FEET (0.7126 ACRES) MORE OR LESS.

NOTED

- 1) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY.
- 2) BEARINGS ARE BASED ON THE WEST LINE OF LOT 1 BEING N02°11'13"E.

FILE: ALBERTSON'S, INC.

SCALE: N/A

ORDER NO: 41025B

DATE: MARCH 1, 2001

WATER LINE

EASEMENT

FOR: ALBERTSON'S, INC.

SHEET 1 OF 3 SHEETS

John F. Pulice, Reg. Land Surveyor #2691, State of Florida
 Beth Ann Shields, Reg. Land Surveyor #6136, State of Florida



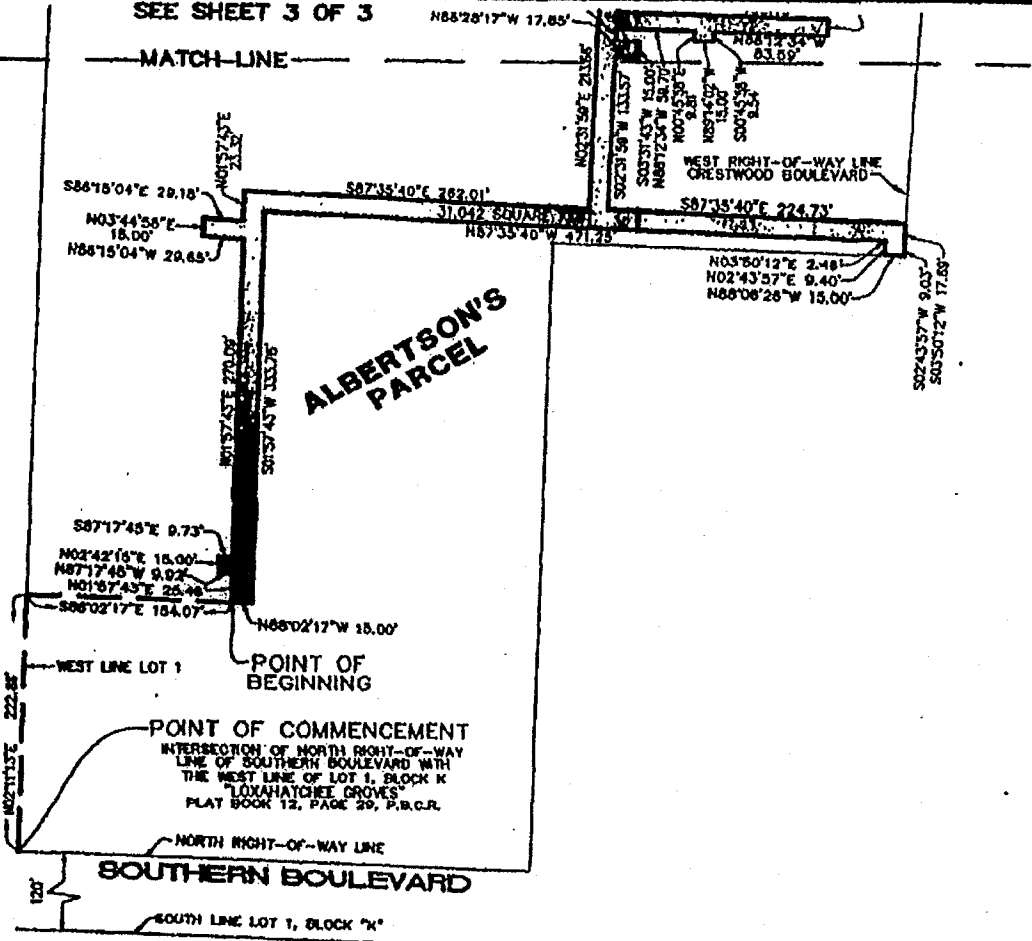
SKETCH AND LEGAL DESCRIPTION PULICE LAND SURVEYORS, INC.

6391 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (854) 572-1777 FAX: (854) 572-1778
CERTIFICATE OF AUTHORIZATION NO. LB3870
E-MAIL: surveys@puliceandsurveyors.com



SEE SHEET 3 OF 3

MATCH-LINE



FILE: ALBERTSON'S, INC.
 SCALE: 1" = 120'
 ORDER NO: 41025B
 DATE: MARCH 1, 2001
 WATER LINE
 EASEMENT
 FOR ALBERTSON'S, INC.

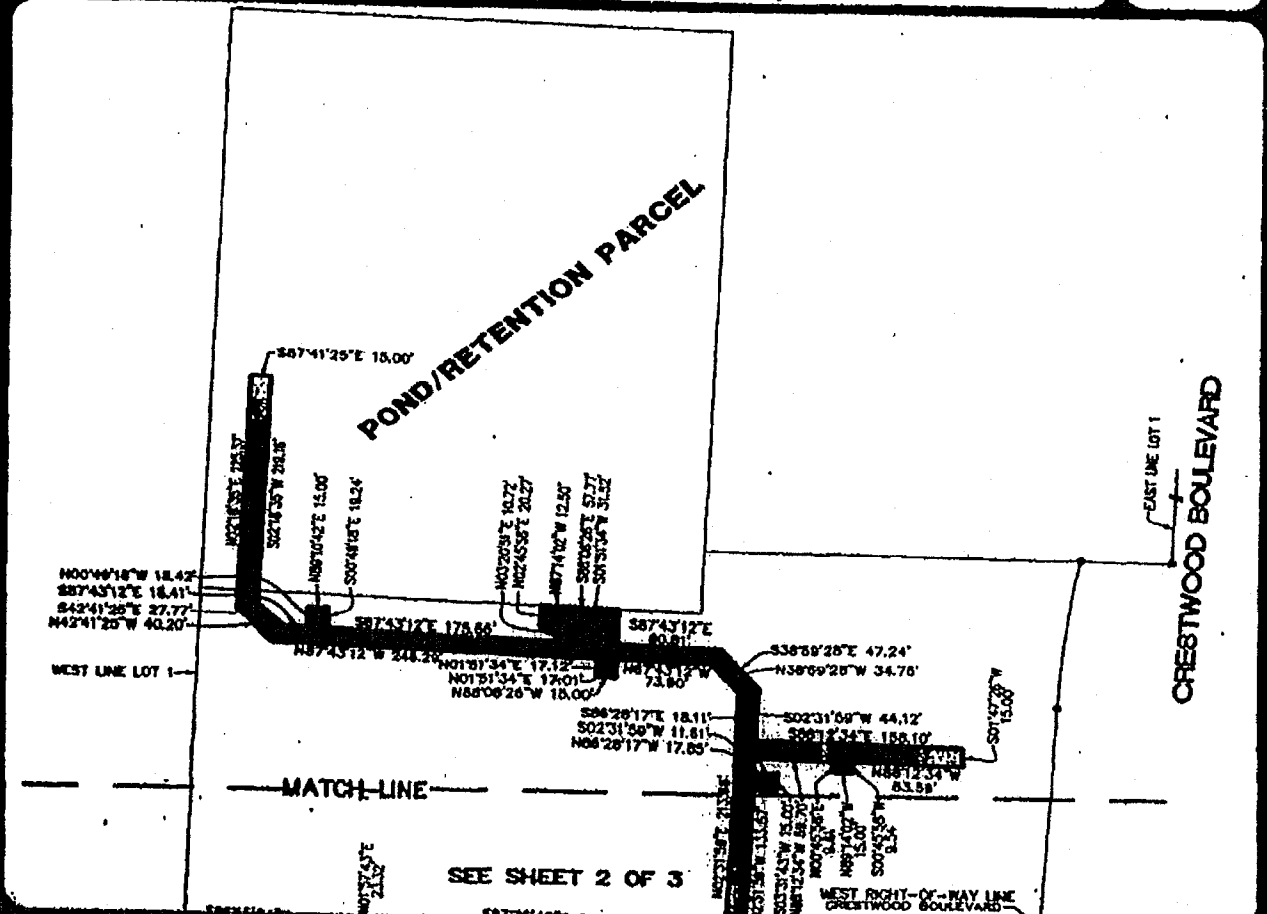
SHEET 2 OF 3 SHEETS

John F. Pulice, Reg. Land Surveyor #2691, State of Florida
Beth Ann Shields, Reg. Land Surveyor #6136, State of Florida



SKETCH AND LEGAL DESCRIPTION
PULICE LAND SURVEYORS, INC.

5981 NOB HILL ROAD
SUNSHINE FLORIDA 33361
TELEPHONE: (954) 572-1777 FAX: (954) 572-1778
CERTIFICATE OF AUTHORIZATION NO. LB3870
E-MAIL: surveys@pulicelandsurveyors.com



FILE ALBERTSON'S, INC.
 SCALE 1" = 120'
 ORDER NO: 410258
 DATE: MARCH 1, 2001
 WATER LINE
 EASEMENT
 FOR ALBERTSON'S, INC.

SHEET 3 OF 3 SHEETS

[Signature]

John F. Pulice, Reg. Land Surveyor #2601, State of Florida
 Beth Ann Shields, Reg. Land Surveyor #5136, State of Florida



SKETCH AND LEGAL DESCRIPTION
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
 SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 FAX: (954) 572-1778
 CERTIFICATE OF AUTHORIZATION NO. LB3870
 E-MAIL: surveys@pulicelandsurveyors.com



LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A PORTION OF LOT 1, BLOCK "K" OF "LOXAHATCHEE GROVES", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12 AT PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 1, BLOCK "K" WITH THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD, SAID POINT BEING 120.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 02°11'13" EAST ON SAID WEST LINE 332.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°11'13" EAST ON SAID WEST LINE 15.00 FEET; THENCE SOUTH 87°57'57" EAST 26.61 FEET; THENCE NORTH 00°26'28" EAST 345.72 FEET; THENCE NORTH 42°48'47" WEST 22.73 FEET TO THE INTERSECTION WITH SAID WEST LINE OF LOT 1, BLOCK "K"; THENCE NORTH 02°11'13" EAST ON SAID WEST LINE 584.38 FEET; THENCE SOUTH 88°08'26" EAST 15.00 FEET; THENCE SOUTH 02°11'13" WEST 878.26 FEET; THENCE SOUTH 42°48'47" EAST 22.46 FEET; THENCE SOUTH 00°26'28" WEST 4.42 FEET; THENCE SOUTH 88°57'00" EAST 8.87 FEET; THENCE SOUTH 01°03'00" WEST 15.00 FEET; THENCE NORTH 88°57'00" WEST 6.71 FEET; THENCE SOUTH 00°26'28" WEST 332.66 FEET; THENCE SOUTH 87°57'57" EAST 183.43 FEET; THENCE NORTH 38°05'28" EAST 305.84 FEET; THENCE NORTH 02°03'34" EAST 138.83 FEET; THENCE SOUTH 87°56'26" EAST 15.00 FEET; THENCE SOUTH 02°03'34" WEST 4.64 FEET; THENCE SOUTH 87°56'26" EAST 68.33 FEET; THENCE SOUTH 02°11'13" WEST 15.00 FEET; THENCE NORTH 87°56'26" WEST 68.30 FEET; THENCE SOUTH 02°03'34" WEST 124.06 FEET; THENCE SOUTH 38°05'28" WEST 318.35 FEET; THENCE NORTH 87°57'57" WEST 104.57 FEET; THENCE SOUTH 02°02'03" WEST 102.53 FEET; THENCE NORTH 88°08'26" WEST 15.00 FEET; THENCE NORTH 02°02'03" EAST 102.57 FEET; THENCE NORTH 87°57'57" WEST 113.14 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE SECTION 33, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA AND CONTAINING 28,691 SQUARE FEET (0.6566 ACRES) MORE OR LESS.

NOTES:

- 1) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY.
- 2) BEARINGS ARE BASED ON THE WEST LINE OF LOT 1 BEING N02°11'13"E.

FILE: ALBERTSON'S, INC.

SCALE: N/A

ORDER NO: 41025A

DATE: MARCH 1, 2001

SANITARY SEWER
 EASEMENT

FOR: ALBERTSON'S, INC.

SHEET 1 OF 3 SHEETS

John F. Pulice, Reg. Land Surveyor #2691, State of Florida
 Beth Ann Shields, Reg. Land Surveyor #6136, State of Florida



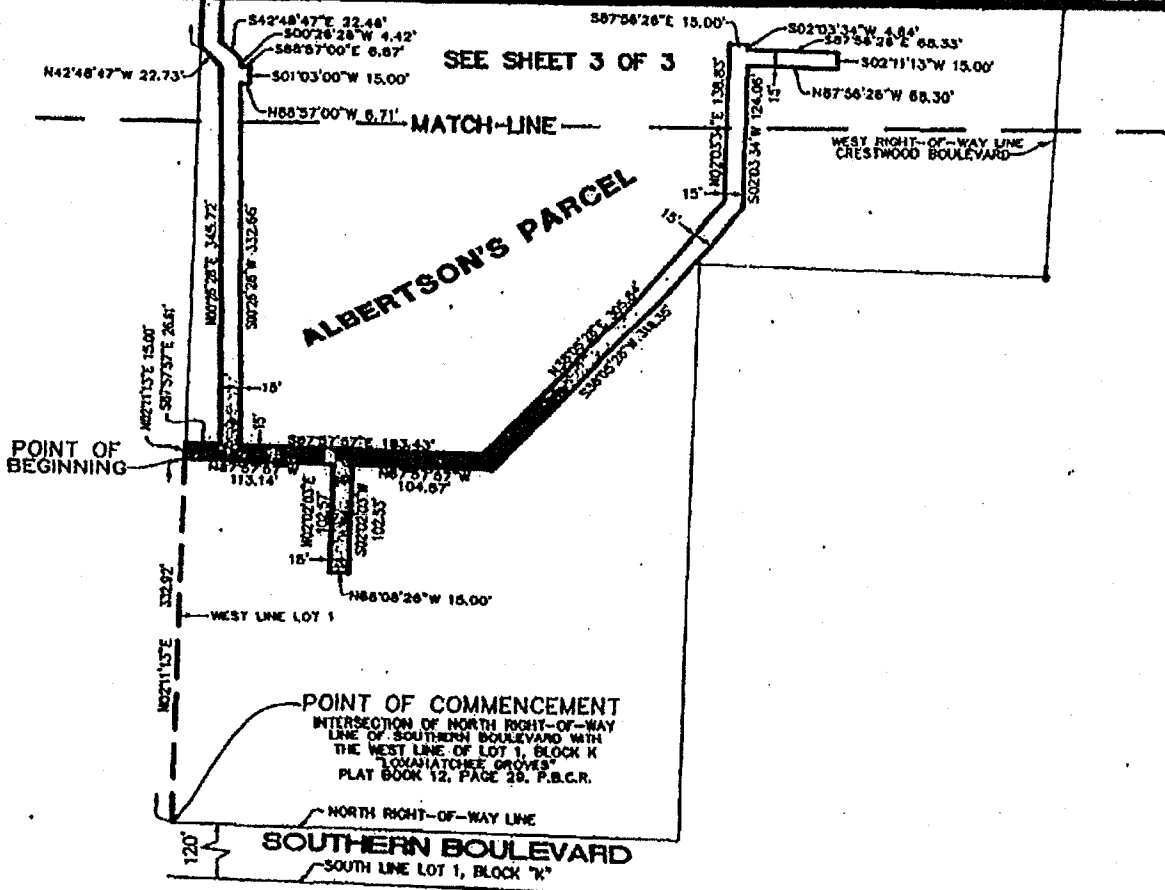
SKETCH AND LEGAL DESCRIPTION
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
 SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 FAX: (954) 572-1778
 CERTIFICATE OF AUTHORIZATION NO. LB3870
 E-MAIL: surveys@pulicelandsurveyors.com



SEE SHEET 3 OF 3



FILE: ALBERTSON'S, INC.
 SCALE: 1" = 120'
 ORDER NO: 41025A
 DATE: MARCH 1, 2001
 SANITARY SEWER
 EASEMENT
 FOR ALBERTSON'S, INC.

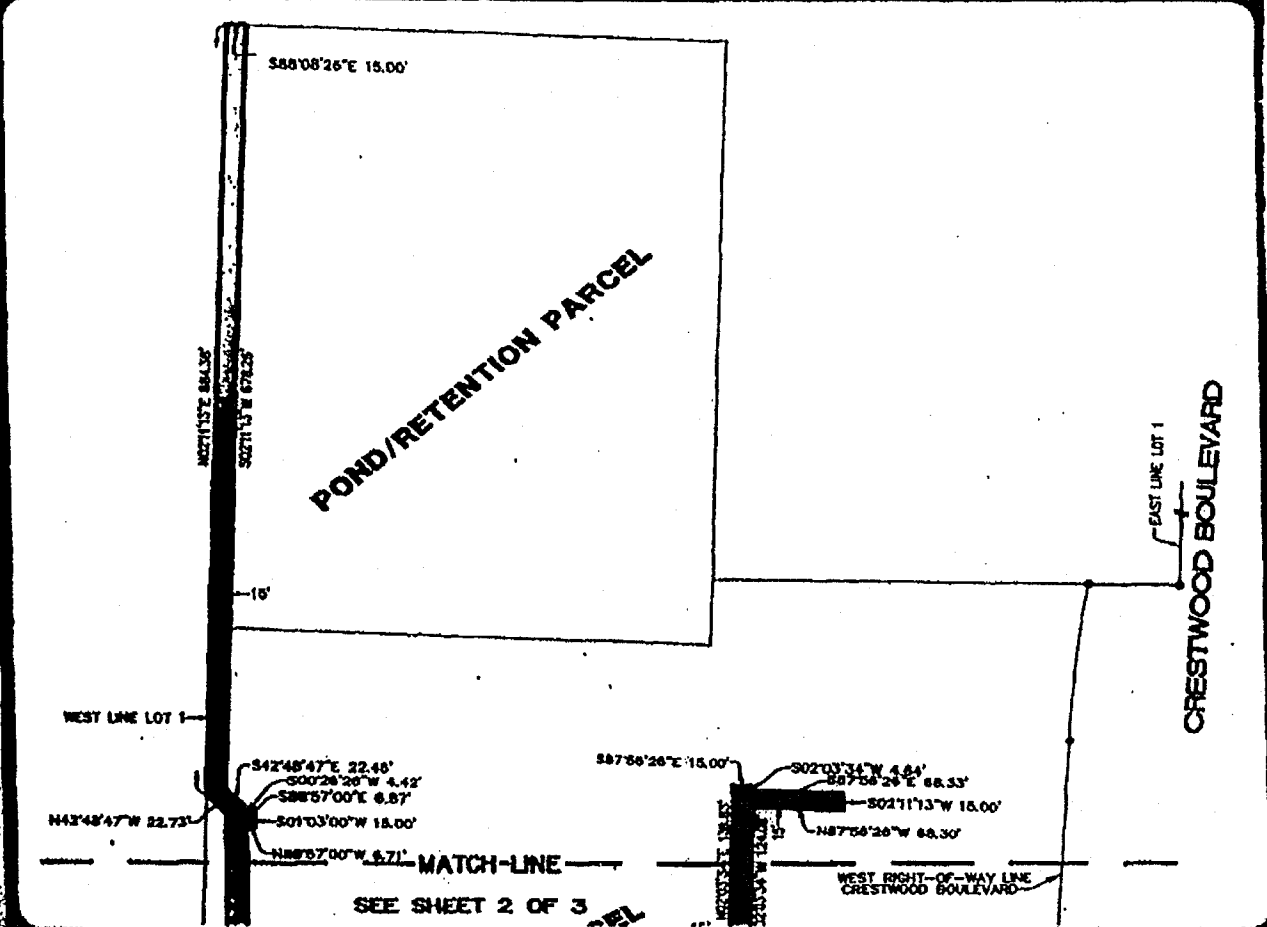
SHEET 2 OF 6 SHEETS

John F. Pulice, Reg. Land Surveyor #2891, State of Florida
 Beth Ann Shields, Reg. Land Surveyor #6136, State of Florida


ORD 12692 Pg 119
DOROTHY H. WILKEN, CLERK PS COUNTY, FL

SKETCH AND LEGAL DESCRIPTION
PULICE LAND SURVEYORS, INC.

6361 N08 HILL ROAD
SUNRISE, FLORIDA 33361
TELEPHONE: (954) 572-1777 FAX: (954) 572-1778
CERTIFICATE OF AUTHORIZATION NO. LB3870
E-MAIL: surveys@pulicelandsurveyors.com

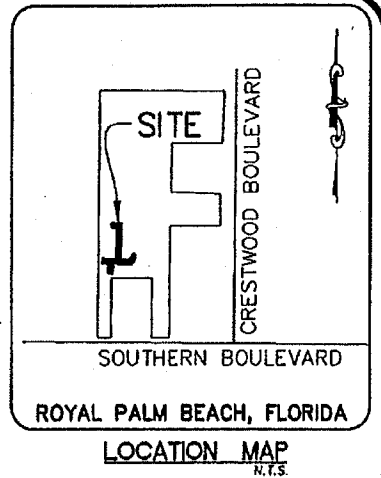


FILE ALBERTSON'S, INC.
SCALE 1" = 120'
ORDER NO: 41025A
DATE: MARCH 1, 2001
SANITARY SEWER
BASEMENT
FOR ALBERTSON'S, INC.

SHEET 3 OF 3 SHEETS

John F. Pulice, Reg. Land Surveyor #2691, State of Florida
Beth Ann Shields, Reg. Land Surveyor #6136, State of Florida

Encroachment

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING
SHEET 2 OF 2**



DESCRIPTION

A PORTION OF THE 15 FEET WIDE UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 12692, PAGES 112 THROUGH 119, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING A PORTION OF LOT 1, BLOCK K, LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF SAID LOT 1, BLOCK K WITH THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD; THENCE ALONG THE WEST LINE OF SAID LOT 1, BLOCK K, NORTH 02°11'13" EAST, A DISTANCE OF 332.92 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 87°57'57" EAST A DISTANCE OF 74.31 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 87°57'57" EAST, A DISTANCE OF 38.83 FEET; THENCE SOUTH 02°02'03" WEST, A DISTANCE OF 52.72 FEET; THENCE SOUTH 87°41'17" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 02°02'03" EAST, A DISTANCE OF 52.79 FEET; THENCE SOUTH 87°57'57" EAST, A DISTANCE OF 104.57 FEET; THENCE NORTH 38°05'28" EAST, A DISTANCE OF 28.11 FEET; THENCE NORTH 01°45'58" EAST, A DISTANCE OF 25.32 FEET; THENCE SOUTH 38°05'28" WEST, A DISTANCE OF 40.88 FEET; THENCE NORTH 87°57'57" WEST, A DISTANCE OF 56.46 FEET; THENCE NORTH 01°57'43" EAST, A DISTANCE OF 201.89 FEET; THENCE NORTH 88°01'59" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 01°57'43" WEST, A DISTANCE OF 1.16 FEET; THENCE NORTH 86°15'04" WEST, A DISTANCE OF 29.18 FEET; THENCE SOUTH 03°44'56" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 86°15'04" EAST, A DISTANCE OF 29.65 FEET; THENCE SOUTH 01°57'43" WEST, A DISTANCE OF 185.71 FEET; THENCE NORTH 87°57'57" WEST, A DISTANCE OF 79.27 FEET; THENCE SOUTH 02°11'26" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,097 SQUARE FEET, 0.163 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. INFORMATION SHOWN HEREON DOES NOT CONSTITUTE, NOR DOES IT REPRESENT, A SURVEY OF THE SUBJECT PREMISES.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST LINE OF LOT 1, BLOCK K, LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEARING BEING NORTH 21°11'13" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

KEVIN M. BECK
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6168
STATE OF FLORIDA CORPORATION No. LB6603

FOR:

RENAISSANCE CHARTER SCHOOL AT PALMS WEST

SCALE: N/A

DRAWN BY: STAFF

CHECKED BY: K. BECK

DATE: 10/03/2012



FIELD BOOK N°

SHEET:

1 / 2

JOB N°

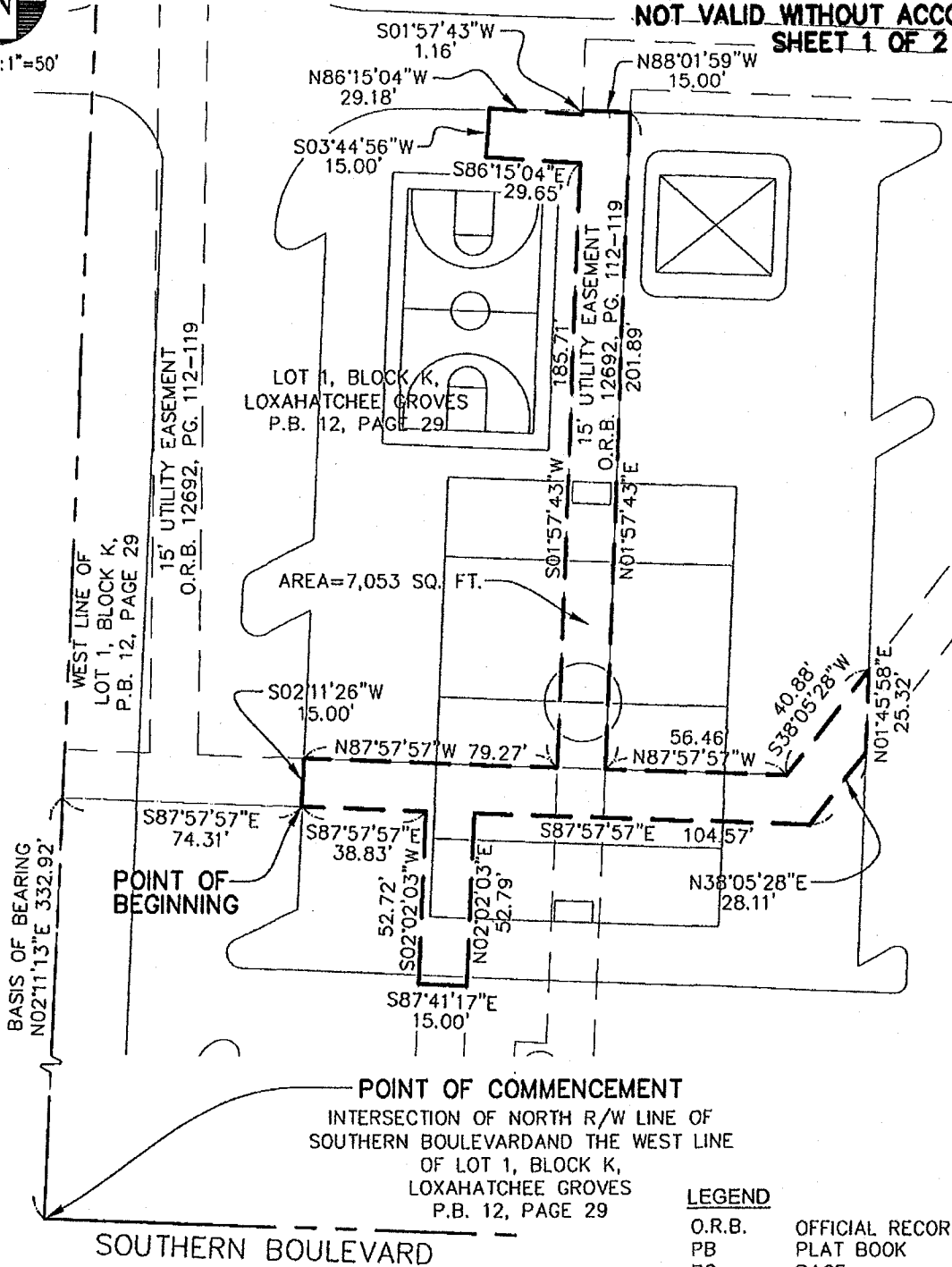
FLORIDA R.L.S.

11302.01



SCALE: 1"=50'

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING
SHEET 1 OF 2



LEGEND

O.R.B.	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE

FOR:

RENAISSANCE CHARTER SCHOOL AT PALMS WEST

SCALE: 1"=50'

DRAWN BY: STAFF

CHECKED BY: K. BECK

DATE: 10/03/2012

A Higher Standard of Excellence

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