

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	January 26, 2016	Consent <input checked="" type="checkbox"/> [X]	Regular <input type="checkbox"/> []
		Public Hearing <input type="checkbox"/> []	
Department:	Water Utilities Department		

I. EXECUTIVE BRIEF

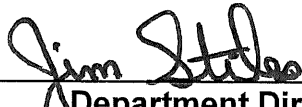

Motion and Title: Staff recommends motion to accept: a Partial Assignment of Utility Easement from Pentecostal Tabernacle International, Inc. (Pentecostal Tabernacle) on McDonald's Corporation property located at Lake Worth Road and Sherwood Boulevard.

Summary: On March 20, 1984, McDonald's Corporation (McDonald's) entered into an Easement Agreement with Pedro Gomez and Joan Gomez (former owner of the now Pentecostal Tabernacle property), as recorded in OR BK 4201 PG 533 for the purposes of installing, operating, maintaining, repairing, replacing and renewing a water line and related facilities across McDonald's property. Ownership of the water line was transferred by Pedro Gomez and Joan Gomez to the Water Utilities Department (WUD) through a Bill of Sale dated December 1983. The water line easement should have been assigned to the County in conjunction with the Bill of Sale, but was never assigned. A Partial Assignment of Utility Easement has been signed by the Pentecostal Tabernacle and requires approval by the Board of County Commissioners (BCC). District 2 (MJ)

Background and Justification: WUD provides potable water service to the McDonald's property and the Pentecostal Tabernacle property. The easement that was necessary for the construction of the water main on McDonald's property to serve the Pentecostal Tabernacle should have been assigned to the County when the water main was transferred by the Bill of Sale. The Partial Assignment of Easement will allow WUD to access McDonald's property for the operation, maintenance, repair, and replacement of the water main.

Attachments:

- 1. Location Map
- 2. Two (2) Original Partial Assignment of Utility Easement
- 3. One (1) Copy of Easement Agreement (OR BK 4201 PG 533)

Recommended By:		12-17-15
	Department Director	Date
Approved By:		1/5/16
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
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>
CCRT Funds	<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 Fund Dept Unit Object
No.:

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: Delura m west

III. REVIEW COMMENTS

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

Shen, Ben
12/18 1412 OFMB

Dr. J. Jacoby 12/28/15
Contract Development and Control
B Wheeler 12-23-15

B. Legal Sufficiency:

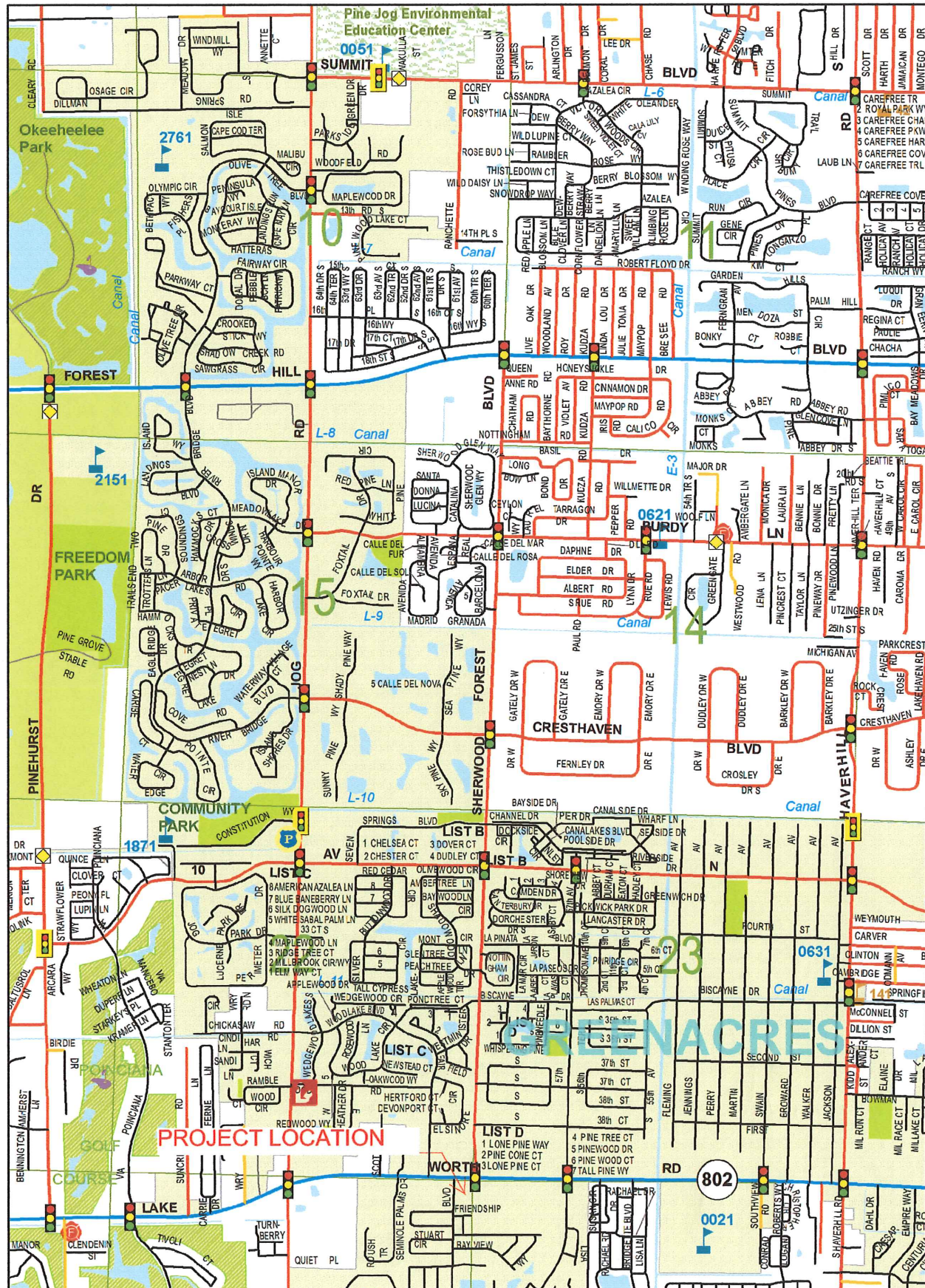
[Signature] 1/4/16
Assistant County Attorney

C. Other Department Review:

Department Director

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

LOCATION MAP



PREPARED BY AND RETURN TO:
Palm Beach County Water Utilities Department
P.O. Box 16097
West Palm Beach, Florida 33416-6097

PARTIAL ASSIGNMENT OF UTILITY EASEMENT

THIS PARTIAL ASSIGNMENT OF UTILITY EASEMENT is made this 20 day of September, 2015 by and between Pentecostal Tabernacle International, Inc, as Assignor, whose address is 6030 Lake Worth Road, Lake Worth, Florida 33463, and Palm Beach County, a political subdivision of the State of Florida, as Assignee, whose address is c/o Palm Beach County Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH:

WHEREAS, on March 20, 1984, McDonald's Corporation ("Grantor") entered into that certain Easement Agreement with Pedro Gomez & Joan Gomez ("Grantees"), as recorded in Official Records Book 4201/Page 533 of the Public Records of Palm Beach County, Florida (the Easement Agreement"); and

WHEREAS, pursuant to Paragraph 3 of the Easement Agreement, Grantor granted to Grantee a perpetual, non-exclusive easement, for the purposes of installing, operating, maintaining, repairing, replacing, and renewing a water line and related facilities across a certain parcel of Grantor's property (the "Water Line Easement"); and

WHEREAS, ownership of the water line was conveyed by the Grantees to the Assignee by Bill of Sale dated December 1983, a copy of which is attached hereto and incorporated herein as **Attachment "A"**; and

WHEREAS, the Water Line Easement should have been assigned to the Assignee in conjunction with the Bill of Sale, but has never been assigned to the Assignee; and

WHEREAS, Assignor is the successor-in-interest to the Easement Agreement and wishes to assign the Water Line Easement to the County.

WITNESSETH

That Assignor, for in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Assignee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assign and convey to Assignee, its successors and assigns, all of its rights in and to the Water Line Easement described in Paragraph 3 of the Easement Agreement. The Easement Area being assigned by the Assignor to the Assignee is that portion of land described as Parcel 2 in Exhibit "A" to the Easement Agreement. Assignor shall retain all other rights that it may have under the Easement Agreement.

Assignor hereby covenants with Assignee that it is has the right to assign the rights herein as the successor-in-interest to the Grantees and that it has good and lawful right to assign the aforesaid easement free and clear of mortgages and other encumbrances unless specifically stated to the contrary.

Assignor and Assignee acknowledge that the provisions of Paragraph 8 of the Easement Agreement are not being assigned to Assignee and that any obligations there under shall remain with Assignor.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Utility Easement on the date first above written.

WITNESSES:

Print Name: William Stralton

Print Name: APRIL RICHARDS

Assignor:

Pentecostal Tabernacle International, Inc

By: Sydney R. Stewart

Signature

Printed Name

Title

PASTOR / PRESIDENT

Notary

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 28 day of September, 2015 by Sydney Stewart of Pentecostal Tabernacle International, Inc, who is personally known to me or who produced _____ as identification.

Notary Public

Type, Print, or Stamp Name of Notary

ACCEPTANCE BY ASSIGNEE



ASSIGNEE HEREBY accepts and agrees to all terms and conditions of this Partial Assignment of Utility Easement in consideration of the grant thereof.

ATTEST:

SHARON R. BOCK,
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: Jim Stiles
Director-Water Utilities

BILL OF SALE, ABSOLUTE

RAMCO FORM 101

Know All Men by These Presents, that **Pedro Gomez**of the City of Lake Worth
and State of Floridain the County of Palm Beach
of the first part, for and in consideration of the sum of
Ten and no/100-----Dollarslawful money of the United States, to be paid by Palm Beach County Utilities
of the second
part, the receipt whereof is hereby acknowledged, he has granted, bargained, sold, transferred and delivered,
and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second
part, executors, administrators and assigns, the following
goods and chattels:

Water distribution system for a commercial facility located
on Colonial Boulevard, consisting of the components set forth
in Bill of Sale attached as Exhibit "A".

To Have and to Hold the same unto the said party of the second part, its
executors, administrators and assigns forever.

AND he does, for himself and his heirs, executors
and administrators, covenant to and with the said party of the second part, its executors,
administrators and assigns, that he the lawful owner of the said goods and
chattels, that they are free from all encumbrances, that he has good right to sell the
same aforesaid, and that he will warrant and defend the sale of the said property, goods and
chattels hereby made, unto the said party of the second part, its executors,
administrators and assigns against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, he has hereunto set his hand and
seal this day of December, one thousand nine hundred and Eighty-Three

Signed, sealed and delivered in presence of us:

Him Webb

Dwight Elliott

State of Florida

County of



(SEAL)

(SEAL)

WATER MAIN

EXHIBIT "A"

CAPITALIZATION INFORMATION REQUIRED BY
PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

DEVELOPER PETE GOMEZ P.B. PG SYSTEM WATER
PROJECT GOMEZ OFFICE BUILDING PROJECT NO. 83468
ENGINEER WEYANT & ASSOCIATES DATE OF FINAL ACCEPTANCE

WATER DISTRIBUTION

				VALUE	
1. Material Type	<u>D.I.P.</u>	Diameter	<u>6"</u>	Length in Feet <u>321.33</u>	\$ <u>1780.19</u>
2. Material Type	<u>D.I.P.</u>	Diameter	<u>8"</u>	Length in Feet <u>160.67</u>	<u>1214.64</u>
3. Material Type	<u>D.I.P.</u>	Diameter	<u>2"</u>	Length in Feet <u>36.00</u>	<u>180.00</u>
4. Material Type		Diameter		Length in Feet	
5. Material Type		Diameter		Length in Feet	
Total					\$ <u>3174.83</u>

NUMBER OF SERVICES: 1 \$ 172.17

NUMBER OF HYDRANTS: \$

WASTEWATER FORCE MAINS

1. Material Type		Diameter		Length in Feet	\$
2. Material Type		Diameter		Length in Feet	
3. Material Type		Diameter		Length in Feet	
4. Material Type		Diameter		Length in Feet	
Total					\$

WASTEWATER SEWAGE COLLECTION-GRAVITY LINES

1. Material Type		Diameter		Length in Feet	\$
2. Material Type		Diameter		Length in Feet	
3. Material Type		Diameter		Length in Feet	
4. Material Type		Diameter		Length in Feet	
Total					\$

NUMBER OF MANHOLES: \$

WASTEWATER LIFT STATIONS

1. Pump Model		Head		GPM	H.P.	\$
2. Pump Model		Head		GPM	H.P.	
Total						\$ <u>3347.00</u>

EASEMENT AGREEMENT

THIS AGREEMENT is made this 20th day of March, 1984 by and between
 McDONALD'S CORPORATION, d/b/a McDONALD'S CORPORATION, a Delaware Company,
 whose principal place of business is One McDonald's Plaza, Oak Brook, IL
 60521 (Grantor), Pedro F. Gomez & Joan F. Gomez
 whose address is 3246 Hoylake Road, Lake Worth, Florida 33463
 (Grantee)

WITNESSETH

WHEREAS, Grantor is the owner of certain property located in the City
 of Green Acres, County of Palm Beach, State of Florida, more fully
 described as Parcel 1, 2 and 3 on Exhibit A; and

WHEREAS, Grantee is the owner of certain adjoining premises, which
 property is described as Parcel 4 on Exhibit B attached hereto and made a
 part hereof; and

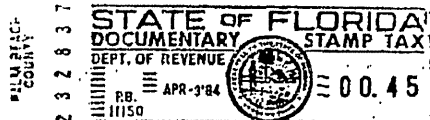
WHEREAS, Grantor and Grantee desire to mutually terminate, cancel and
 rescind that certain Easement Agreement dated the 22nd day of June, 1983,
 executed between Grantor and Grantee, said Easement Agreement being
 recorded in Book 8983 at Page 338, Public Records of Palm Beach County,
 Florida, and

WHEREAS, Grantor and Grantee desire to establish certain non-exclusive
 easements and other obligations relating to the easements described in
 Exhibit A.

NOW THEREFORE, Grantor, for and in consideration of TEN AND NO/100ths
 DOLLARS (\$10.00) and other good and valuable consideration, receipt of
 which is hereby acknowledged, the parties hereto agree as follows:

- 1) Grantor and Grantee hereby mutually terminate, cancel, and rescind
 that certain easement agreement dated the 22nd day of June, 1983,
 recorded in Book #8983, page 338, of the Public Records of Palm Beach
 County, Florida.
- 2) Grantor does hereby grant to Grantee, its successors, assigns,
 tenants, licensees, invitees, and employees, a perpetual,
 non-exclusive easement, for the purposes of installing, operating,
 maintaining, repairing, replacing and renewing a sanitary sewer line

-1-



84 070936

1984 APR -3 PM 4:04

B4201 P0533

33-60
45

and related facilities along, under, in and across those portions of Parcel 1 described in Exhibit A; Grantor hereby grants to Grantee the right to use, coupled with its easement, the existing "lift station".

Grantor and Grantee mutually covenant and agree to maintain, and repair said "lift station" on a 50%-50% basis.

- 3) Grantor does hereby grant to Grantee, its successors, assigns, tenants, licensees, invitees, and employees, a perpetual, non-exclusive easement, for the purposes of installing, operating, maintaining, repairing, replacing and renewing a water line and related facilities along, under, in and across those portions of Parcel 2 described in Exhibit A;
- 4) Grantor further grants to Grantee a non-exclusive perpetual easement and right of way for the use and benefit of the Grantee and Grantee's successors, assigns, tenants, licensees, and employees, for the purposes of installing, operating, maintaining, repairing, replacing, and renewing an identification sign, over and upon the area described as parcel 3 on Exhibit A attached hereto. It is understood and agreed by the Grantee that the sign shall measure approximately 6 feet by 8 feet, shall identify "DANICA" and "Pinch a Penny", and said sign shall not be changed nor altered in any way without Grantor's consent.
- 5) Grantee hereby covenants and agrees to maintain these utility systems in good condition, order and repair. In the event Grantee fails to properly maintain the said utility systems in good order and repair, Grantor shall have the right, but not the obligation, to perform any duties and obligations on behalf of the Grantee.
- 6) Grantor, its tenants, licensees, and invitees, shall have adequate and uninterrupted access to and from Grantor's facilities at all times. If Grantee desires to deny or interfere with access to Grantor's property, then Grantee must first obtain the written approval from Grantor consenting to said denial or interference with access. Grantee shall minimize the effects of any such denial or interference with access.
- 7) Should Grantee desire to do any construction rearrangement, repairs, replacement, modification or maintenance of any existing or planned facilities installed pursuant to these easements, the Grantee shall do the following:

- a) Notify Grantor and obtain Grantor's written consent to said constructions, installation or other work as aforesaid.
- b) Grantee shall maintain any installation in good condition and repair.

c) Every precaution shall be used by Grantee while working on the Grantor's property so as to avoid interference with the Grantor's use of the property.

- 8) Grantee covenants and agrees to indemnify, defend, protect and hold harmless the Grantor, its landlords, tenants, mortgagees, successors and/or assigns against and from any and all costs, liability, and expenses in respect to any and all loss of life or property, or injury or damage to persons or property, of any person, firm or corporation and against and from any and all claims, demands and actions in respect to such loss, injury or damage, caused by or arising out of the use of these easements, the existence of any of Grantee's facilities and/or any construction, reconstruction, maintenance, rearrangement, repairs, replacement, modification or other work performed by Grantee, its agents, representatives, employees, successors and/or assigns.
- 9) Grantor's property if disturbed by any construction, reconstruction, maintenance, rearrangement, repairs, replacement, modification or other work by Grantee, its agents, officers, representatives, successors or assigns, shall be restored by Grantee to a condition acceptable to Grantor. All cost of restoration shall be paid by Grantee.
- 10) These easements shall be nonexclusive. Grantor reserves the right to grant easements to others.
- 11) Grantor reserves the right to pave over and use the easement property for parking of vehicles, ingress and egress, and any other uses which do not unreasonably interfere with Grantee's easement rights.
- 12) Grantor hereby expressly disclaims any and all warranties, expressed or implied of any nature with regard to its property and this easement.

B4201 P0533

This agreement shall bind and inure to Grantor's and Grantee's successors and assigns and the covenants contained herein shall be deemed to be and shall be continuing covenants running with the land. This agreement does not become binding and effective until recorded in the Office of the Recorder.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement on the date aforesaid and have affixed their seals thereto.

GRANTEE:

Peter F. [Signature]

ATTEST:

Margo [Signature]

WITNESS:

Stephen P. [Signature]
[Signature]

GRANTOR: McDONALD'S CORPORATION
d/b/a McDonald's Corporation
a Delaware Company

By: [Signature]
Seymour Greenman, Vice President

ATTEST:

[Signature]
Michael J. Sise, Director, P.R./Legal
Department

WITNESS:

[Signature]
[Signature]

(Please Append Acknowledgements)

Prepared by, and return to:
David Delgado, Esq.
McDonald's Corporation
One McDonald's Plaza
Oak Brook, IL 60521

GREEN ACRES, FLORIDA
LC: 09-515

DD:br

McDONALD'S
(ACKNOWLEDGEMENT)

STATE OF ILLINOIS
COUNTY OF Du PAGE SS:

I, Betty M. Raap, a Notary Public in and for the county and state
aforesaid, DO HEREBY CERTIFY that Seymour Greenman, Vice President, and
Michael J. Sise, Director, Real Estate Legal Department, of McDonald's Corporation, a Delaware
corporation, who are personally known to me to be the same persons whose names are subscribed
to the foregoing instrument as such Vice President, and, Director, Real Estate Legal Department,
respectively, appeared before me this day in person and acknowledged that they signed, sealed
and delivered the said instrument as their free and voluntary act as such Vice President and Direc-
tor, Real Estate Legal Department, respectively, and as the free and voluntary act of said corpora-
tion for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23rd day of March, 1988

My commission expires: 11/3/86

Betty M. Raap

Notary Public

(ACKNOWLEDGEMENT—INDIVIDUAL)

STATE OF
COUNTY OF

SS:

I, _____, a Notary Public in and for the county and state
aforesaid, DO HEREBY CERTIFY that _____ and _____
of _____ who (is) (are) personally known to me to be the same
person(s) whose name(s) (is) (are) subscribed to the foregoing instrument appeared before me this
day in person and acknowledged that (he) (they) signed, sealed and delivered the said instrument
as (h) (their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19____.

Notary Public

(ACKNOWLEDGEMENT—CORPORATE)

STATE OF
COUNTY OF

SS:

I, _____, a Notary Public in and for the county and state
aforesaid, DO HEREBY CERTIFY that _____, President, and
_____, Assistant Secretary of _____ a
_____, corporation, who are personally known to me to be the persons whose names
are subscribed to the foregoing instrument as such _____ President and
Assistant Secretary, respectively, appeared before me this day in person and acknowledged that
they signed, sealed and delivered the said instrument as their free and voluntary act and as such
_____, President and Assistant Secretary, respectively, and as the free and voluntary
act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19____.

Notary Public

84201 P0537

LEGAL DESCRIPTION

Parcel 1:

A portion of land in the NE $\frac{1}{4}$ of Section 27, Township 44 South, Range 42 East, Town of Greenacres City, Palm Beach County, Florida being more particularly described as follows:

Commence at the NE corner of said Section 27; the following three (3) courses being along the East line of said Section 27; (1) thence S 00° 28' 09" W for 26.30 feet to a point on the Southerly right of way line of State Road 802 (Lake Worth Road) as per Road Plat Book 5 at page 130 of the Public Records of Palm Beach County, Florida; (2) thence S 00° 28' 09" W for 10.00 feet to the point of beginning of the hereinafter described easement; (3) thence S 00° 28' 09" W for 196.71 feet; thence N 89° 00' 41" W along a line 233.00 feet South of and parallel with the North line of said Section 27 for 5.00 feet; thence N 00° 28' 09" E along a line 5.00 feet West of and parallel with said East line of Section 27 for 186.67 feet; thence N 89° 31' 51" W for 15.00 feet; thence N 00° 28' 09" E for 10.00 feet; thence S 89° 31' 51" E for 20.00 feet to the point of beginning.

Parcel 2:

A portion of land in the NE $\frac{1}{4}$ of Section 27, Township 44 South, Range 42 East, Town of Greenacres City, Palm Beach County, Florida being more particularly described as follows:

Commence at the NE corner of said Section 27; thence S 00° 28' 09" W along the East line of said Section 27 for 26.30 feet to a point on a circular curve concave to the North whose center bears N 0° 21' 05" W; the following three (3) courses being along the Southerly right of way line of SE 802 (Lake Worth Road) as per Road Plat Book 5 at page 130 of the Public Records of Palm Beach County, Florida; (1) Thence Westerly along said curve leading to the right through a central angle of 00° 25' 22" radius of 11,519.16 feet for an arc of 85.00 feet to the Point of Beginning of the hereinafter described easement; (2) thence continue along said 11,519.16 foot radius curve through a central angle of 00° 38' 09" for an arc of 127.86 feet to a point of compound curvature; (3) thence Westerly along a 57,355.79 foot radius curve leading to the right of way through a central angle of 00° 00' 09" for an arc of 2.39 feet; thence S 00° 30' 27" W along the Easterly right of way line of Colonial Boulevard as per Official Record Book 2798, page 1889 of the Public Records of Palm Beach County, Florida for 203.69 feet; thence S 89° 00' 41" E along a line 233 feet South of and parallel with the North line of said Section 27 for 5.00 feet; thence run N 00° 30' 27" E along a line 5.00 feet East of and parallel with Easterly right of way line for 198.72 feet to a point on a circular curve concave to the North and whose radius point bears N 00° 41' 39" W; thence run Easterly along said circular curve leading to the left being 5.00 feet South of said Southerly right of way line of State Road 802 through a central angle of 00° 37' 22" and a radius of 11,524.16 feet, arc of 125.29 feet; thence N 00° 04' 17" E for 5.00 feet to the point of beginning.

EXHIBIT A

84201 P0538

Parcel 3

PROPOSED MCDONALD SIGN EASEMENT DESCRIPTION

PARCEL 3

A portion of land in the NE 1/4 of Section 27, Township 44 South, Range 42 East, Town of Greenacres City, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 27; thence, S 0° 28' 09" W. for 26.30 feet to a point on a circular curve concave to the North whose center bears N 0° 21' 05" W. said point also being the Point of Beginning of the hereinafter described parcel of land; the following (2) two courses being along the southerly Right-of-Way line of S.R. 802 (Lake Worth Road) as per Road Plat Book 5, of page 130, of the Public Records of Palm Beach County, Florida; thence, Westerly along said curve leading to the right through a central angle of 01° 03' 32", a radius of 1,519.10 feet and an arc of 212.86 feet to a point of compound curvature; (2) thence, Westerly along said curve leading to the right through a central angle of 00° 00' 09", a radius of 57,350.79 feet for an arc of 2.39 feet; thence, S 0° 20' 27" W. along the Easterly Right-of-Way line of Colonial Boulevard as per O.R. 2798-1889 of the Public Records of Palm Beach County, Florida, for 309.69 feet; thence, S 89° 00' 41" E. along a line 235 feet south of and parallel with the North line of said Section 27 for 215.39 feet; thence, N 0° 28' 09" E. along said East line of Section 27 for 200.41 feet to the Point of Beginning.

Said lands containing 44,109 sq. ft. or 1.013 acres, more or less.

SUBJECT TO THE FOLLOWING DESCRIBED EASEMENT:

COMMENCING AT THE NORTHEAST CORNER OF 27-44/42, PALM BEACH COUNTY, FL.,
THENCE S 00 28 49 W, 233.01' TO THE SE CORNER OF THIS PARCEL
THENCE N 89 00 41 W 215.39' TO THE SW CORNER OF THIS PARCEL
THENCE N 00 30 27 E, 120' TO A POINT ON THE WEST LINE OF THIS PARCEL
THENCE S 89 00 41 E, 8' TO THE POB OF THIS EASEMENT
THENCE CONTINUE ON THE SAME COURSE 15' TO A POINT
THENCE SOUTHERLY AT 90 DEGREES TO THE PREVIOUS COURSE 7' TO A POINT
THENCE WESTERLY AT 90 DEGREES TO THE PREVIOUS COURSE 15' TO A POINT
THENCE NORTHERLY AT 90 DEGREES TO THE PREVIOUS COURSE 7' TO THE POB

Exhibit "A" - PAGE 2

Kenneth O. Hart, FL L.S. No. 2934
3198 Riddle Rd., W. P. B., FL 33406

RECORDERS MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

B4201 P0539

LEGAL DESCRIPTION

Parcel 4:

A tract of land lying in Section 27, Township 44 South, Range 42 East, Palm Beach County, Florida being more particularly described as follows:

For a referenced point of beginning, commence at the Northeast corner of Section 27, thence run South 00° 28' 09" West 293 feet to the true point of beginning, thence run South 00° 28' 09" West a distance of 178.43 feet; thence run North 89° 56' 18" East for 215.51 feet; thence run North 00° 30' 27" East a distance of 182.37 feet; thence run South 89° 00' 41" East a distance of 215.44 feet to the true point of beginning. Said parcel contains 0.89 acres, more or less.

84201 P0540

EXHIBIT B

RECORD VERIFIED
PALM BEACH COUNTY FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT