

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date:	November 2, 2021	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

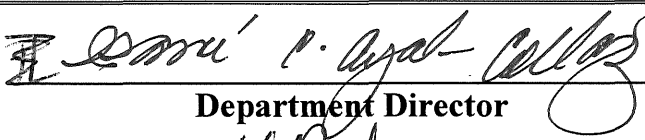
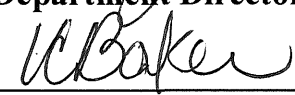
I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a First Amendment to Drainage Easement which allows Palm Beach County to withdraw water from a lake located on property owned by Palm Beach West Associate I, LLLP for the irrigation of County Pines Park.

**Summary:** The Park is located in the northwest Loxahatchee area on the south side of Hamlin Boulevard, west of 180<sup>th</sup> Avenue. In 2005, during development of the County Pines Park (Park), Indian Trail Groves, LP (Indian Trail) granted Palm Beach County (County) a non-exclusive drainage easement (Original Easement) as recorded on March 17, 2005, in Official Record Book 18272, Page 1736, in the Public Records of Palm Beach County. The Original Easement allows for the discharge of storm water drainage from the Park property to a lake located on adjacent property (Permanent Easement Premises), which at the time, was owned by Indian Trail. Palm Beach West Associate I, LLLP (GL Homes) currently owns the Permanent Easement Premises. The County has two on-site irrigation wells that were installed during the initial development of the park that provided water to irrigate the Park property. One well has failed due to collapse of the well walls and the second well is currently pumping brackish water. Repair of the failed well is not a viable option as the well was also beginning to ingest brackish water prior to failure. The County’s Parks and Recreation Department (Parks) has requested that GL Homes allow the County to withdraw water from said lake to irrigate the Park property. This First Amendment (Amendment) will allow the County’s use of the lake for irrigation purposes and will give GL Homes the right to temporarily suspend withdrawals, or permanently terminate the County’s right to further withdraw with 60 days written notice to the County. In the event the Agreement is terminated the Original Easement will remain in place and the County will seek alternative surface water supply sources adjacent to the park. The County has been withdrawing water from the lake since 2017 without any issues and does not anticipate any future interruptions. **(Property & Real Estate Management) District 6 (HJF)**

**Background and Justification:** In 2017, GL Homes provided Parks with a letter of no objection, which provided authorization for Parks to withdraw water from the lake to irrigate the Park with an understanding that at a future date the Original Easement will be amended to consummate this use. This Amendment will ratify the County’s use of the lake to irrigate the Park property. Parks’ use of the lake for irrigation purposes will be at no cost to the County. All other terms within the Original Easement will remain unchanged. All irrigation pumps and appurtenances are located on the Park property and the maintenance of these improvements are at the sole cost and expense of the County. The Amendment will be recorded in the public records.

- Attachments:**
- 1. Location Map
  - 2. First Amendment to Drainage Easement
  - 3. Drainage Easement (w/Exhibit A, B, C, D, E & Schedule I)

Recommended By:		10/13/2021
	Department Director	Date
Approved By:		10/20/21
	County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2022	2023	2024	2025	2026
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 X

Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

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

No Fiscal Impact.

Fixed Asset Number N/A

C. Departmental Fiscal Review: *Kon Slev*

## III. REVIEW COMMENTS

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

*ASD 6/14/21*  
OFMB *GA 10.14.21*  
*Javarius Jackson 10/14/21*

*J. S. Jackson 10/19/21*  
Contract Development and Control  
*10-19-21 TW*

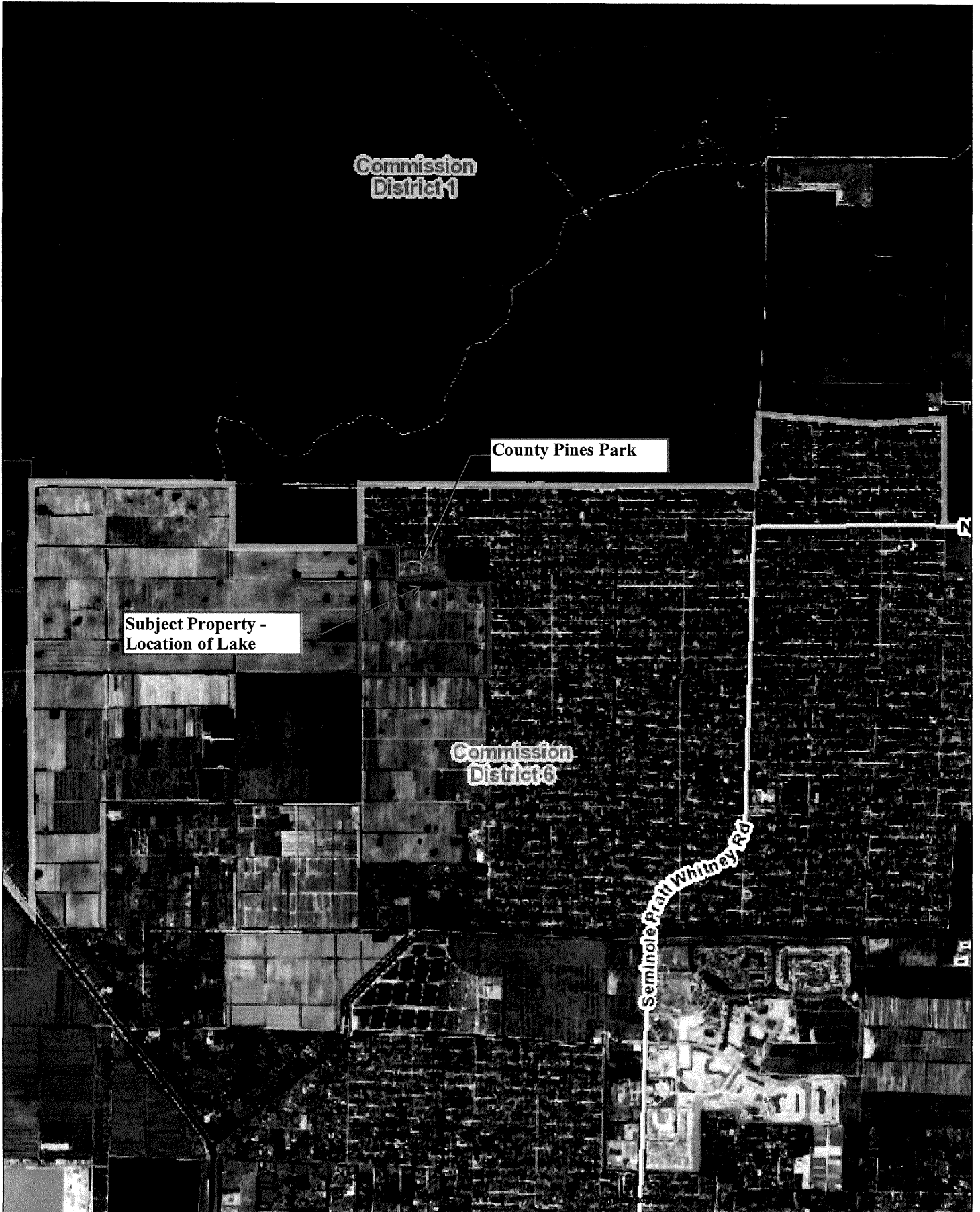
### B. Legal Sufficiency:

*[Signature]* *10/19/21*  
Assistant County Attorney

### C. Other Department Review:

*[Signature]*  
Department Director

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



ATTACHMENT NO. 1  
LOCATION MAP - PAGE 1 OF 1

ATTACHMENT NO. 2  
FIRST AMENDMENT TO DRAINAGE EASEMENT – 5 PAGES

PREPARED BY AND RETURN TO:  
Marcel Pessoa, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

Property Control Number: 00-40-42-22-00-000-1010

## **FIRST AMENDMENT TO DRAINAGE EASEMENT**

**THIS FIRST AMENDMENT TO DRAINAGE EASEMENT** (the “First Amendment”) granted this \_\_\_\_\_, by **PALM BEACH WEST ASSOCIATES I, LLLP**, a Florida limited liability limited partnership, whose mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323-2890, hereinafter referred to as “Grantor”, to and in favor of **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, hereinafter referred to as “County”.

**WHEREAS**, Indian Trail Groves, LP, granted County a Drainage Easement recorded in the public records of Palm Beach County in Official Record Book 18272, Page 1736 (the “Easement”); and

**WHEREAS**, Grantor is the successor in interest to Indian Trail Groves, LP, and the current fee owner of the Permanent Easement Premises; and

**WHEREAS**, County has two (2) irrigation wells that are failing or have failed which provide water to irrigate the County Property; and

**WHEREAS**, to effectively irrigate the County Property, the County desires to draw water from the Lake located on the Permanent Easement Premises; and

**WHEREAS**, Grantor and County wish to amend the Easement to allow the County access to the Lake located on the Permanent Easement Premises for the purpose of irrigating the County Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Easement.

2. Grantor does hereby grant to County, its successors and assigns, a perpetual non-exclusive easement in, on, over, under, through, and across the Permanent Easement Premises to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, tie into, remove, and inspect irrigation lines and related facilities for the purpose of pumping water from the Lake to irrigate the County Property. County shall have the right and privilege from time to time to alter, improve, enlarge, add to, change the nature or physical characteristics or replace, remove, or relocate such irrigation system in, upon, over, under, through, and across the Permanent Easement Premises along with all the rights and privileges necessary or convenient for the full benefit and the use thereof for purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Permanent Easement Premises that might interfere with the purposes for which such system is or might be constructed. All irrigation pumps and appurtenances thereto shall be located on the County Property and shall be maintained at County's sole cost and expense.

3. In the event the County's withdrawal of water from the Lake results in a negative effect or adverse impact on the Grantor's farming operations (or the farming operations of any tenants leasing real property owned by Grantor and/or its affiliates, successors and assigns), Grantor, at its sole and absolute discretion, may, by sixty (60) day notice to County, temporarily suspend withdrawals, or permanently terminate the County's right to further withdraw water from the Lake to irrigate the County Property. In the event of Grantor's permanent termination

of the County's withdrawal rights, all other terms and conditions of the Easement shall remain in full force and effect, the County's right to withdraw water from the Lake to irrigate the County Property shall automatically terminate at the end of such sixty (60) day notice period, and the parties will record an amendment to the Easement memorializing the termination of the County's rights as set forth in this First Amendment.

4. Except as modified by this First Amendment, the Easement remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Easement, as amended, in accordance with the terms thereof.

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IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed in its name, by their proper officers thereunto duly authorized the day and year first above written.

GRANTOR:

PALM BEACH WEST ASSOCIATES I, LLLP, a Florida limited liability limited partnership

Signed, sealed, and delivered in the presence of:

Shardolyn Webb  
Witness Signature

SHARDOLYN WEBB  
Print Witness Name

[Signature]  
Witness Signature

JEFFREY SPEVACEK  
Print Witness Name

BY: PALM BEACH WEST I CORPORATION, a Florida corporation, Its General Partner

By: [Signature]  
Richard M. Norwalk, Vice President

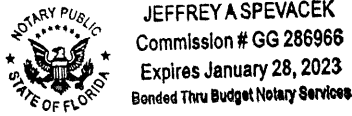
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 26<sup>th</sup> day of August 2021, by Richard M. Norwalk, as Vice President of Palm Beach West I Corporation, a Florida corporation, the general partner of PALM BEACH WEST ASSOCIATES I, LLLP, a Florida limited liability limited partnership, on behalf of such corporation and partnership, who is personally known to me and who did not take an oath.

(Notary Seal)

[Signature]  
Notary Public  
State of Florida  
JEFFREY SPEVACEK  
Type, print or stamp name

Commission Number: \_\_\_\_\_





ATTEST:

JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO  
LEGAL SUFFICIENCY

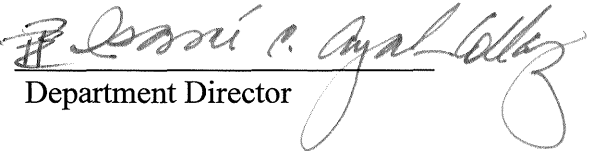
By:   
Chief Assistant County Attorney

COUNTY:

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

By: \_\_\_\_\_

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Department Director

**ATTACHMENT NO. 3**  
**DRAINAGE EASEMENT – 18 PAGES**

CFN 20050152540  
OR BK 18272 PG 1736  
RECORDED 03/17/2005 09:08:28  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1736 - 1753; (18pgs)

Prepared by and Return to:  
Betsy Barr, Real Estate Specialist  
Property & Real Estate Management Division  
3200 Belvedere Road, Bldg. 1169  
West Palm Beach, FL 33406-1544

PCN: See Attached Schedule I

**R20050327**

**DRAINAGE EASEMENT**

**FEB 15 2005**

**THIS DRAINAGE EASEMENT** (the "Easement") is made and granted this \_\_\_\_ day of January, 2005 by **INDIAN TRAIL GROVES, LP**, a Florida limited partnership ("Grantor"), whose address is c/o Charles C. Walsey, P.O. Box 1057, Loxahatchee, Florida 33470, to and in favor of **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), whose address is Governmental Center, 301 North Olive Avenue, Suite 601, West Palm Beach, Florida 33401.

**RECITALS:**

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

**WHEREAS**, the property described in Exhibit "B" attached hereto and by this reference made a part hereof is contained within and comprises a part of the Grantor Property (hereinafter the "Permanent Easement Premises"); and

**WHEREAS**, County is the owner of the property described in Exhibit "C" attached hereto and made a part hereof (hereinafter the "County Property"); and

**WHEREAS**, School Board of Palm Beach County, Florida (hereinafter the "School Board"), is the owner of the property described in Exhibit "D" attached hereto and made a part hereof (hereinafter the "School Board Property"); and

**WHEREAS**, Cypress Grove Community Development District (the "CDD") provides water control and drainage services to certain lands located in Palm Beach County, Florida including, but not limited to, the Grantor Property, County Property and School Board Property (the "CDD Drainage System"); and

**WHEREAS**, the storm water drainage for the Grantor Property is served in part by a canal system operated and maintained by the CDD; and

**WHEREAS**, County is in the process of developing the County Property for use as a District Park, and in conjunction therewith, Grantor has agreed to grant County a non-exclusive easement over the Permanent Easement Premises for the retention and detention of the storm water drainage from the County Property; and

**WHEREAS**, County has agreed to construct and drain into an approximately 14.324 acre retention/detention lake (the "Lake") on the Permanent Easement Premises and Grantor has agreed to allow County to utilize the fill removed in connection with the construction of the Lake for use in developing the County Property as a District Park; and

**WHEREAS**, County will also be installing a drainage control structure (the "DCS") within the Permanent Easement Premises; and

**WHEREAS**, it is the intent of the Grantor and County that the Lake and DCS will eventually be incorporated into and made a part of a new water management system to be constructed on and servicing the Grantor Property if and when such new water management system is ever constructed.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Grantor does hereby grant to County, its successors and assigns, a perpetual non-exclusive flowage easement in, on, over, under, through, and across the Permanent Easement Premises, and the right to construct, reconstruct, lay, install, operate, maintain, repair, replace, improve, tie into, remove and inspect the Lake, DCS, related water distribution facilities and all appurtenances thereto (collectively, the "County Drainage System"). Grantor does hereby grant County the right to have legal positive outfall from the County Property into the County Drainage System. If the County Drainage System is incorporated into and made a part of the new water management system constructed on and servicing the Grantor Property, then the County shall have the right, but not the obligation, to correct or repair any blockage in such new water management system in order to maintain positive legal outfall for the County Property into and through the County Drainage System. In addition, Grantor does hereby grant to County a temporary non-exclusive access easement over and upon that portion of the Grantor Property more particularly described in Exhibit "E" attached hereto and made a part hereof (the "Temporary Easement Premises") for the sole purpose of giving County reasonable access to the Permanent Easement Premises for construction and maintenance of the County Drainage System. Such temporary non-exclusive access easement shall automatically terminate and extinguish upon the occurrence of any of the events set forth in paragraph 3(a), (b) or (c) below. Additionally, during construction of the Lake, County shall have the right to remove fill from the Permanent Easement Premises and use said fill for development of the County Property as a District Park.
3. County shall be responsible for maintaining the County Drainage System at its sole cost and expense until the County Drainage System is incorporated into a new water management system constructed upon and servicing the Grantor Property. County's responsibility to maintain the County Drainage System shall automatically terminate upon: (a) the incorporation of the Lake into a new water management system constructed upon and servicing the Grantor Property; (b) the recordation of a plat that includes a dedication of the Lake to an entity other than the County (said dedication shall not extinguish the County's rights for positive outfall from the County Property into the Lake); or (c) the conveyance of the Lake to an entity other than the County (said conveyance shall not extinguish the County's rights for positive outfall from the County Property into the Lake). After such incorporation, dedication or conveyance of the Lake, County shall have the right, but not the obligation, to maintain the County Drainage System if the entity responsible for such maintenance fails to do so, and in such event, County is hereby granted the right to access the County Drainage System to perform such maintenance and be reimbursed by such entity for any such maintenance performed by the County.

4. The County shall have the right to utilize the County Drainage System constructed within the Permanent Easement Premises for the legal positive outfall and water retention/detention requirements resulting from the development of the County Property as a District Park.

5. The County shall have the right, for the benefit of the County Property, to clear obstructions within the County Drainage System and repair and/or replace any drainage facilities that might interfere with the purposes for which the County Drainage System and such facilities are constructed.

6. This Easement shall be an easement appurtenant to the County Property, shall inure to the benefit of County, shall burden the Permanent Easement Premises and the Temporary Easement Premises (collectively, the "Easement Premises"), and shall run with the title to the County Property and Easement Premises.

7. Grantor shall be solely responsible for and shall, at all times, maintain at its sole cost and expense the water management system located on and servicing the Grantor Property, and upon the termination of County's responsibility to maintain the County Drainage System as provided for herein, the Grantor or such other entity to whom the County Drainage System is dedicated or conveyed shall, at all times thereafter maintain, at its sole cost and expense, the County Drainage System.

8. This Easement is for the use and benefit of County as owner of the County Property, and it is not intended to be, nor shall it be construed as, a dedication of the Easement Premises (or any portion thereof) to the public for any public use or purpose.

9. Grantor hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement, and specifically reserves the right to: (a) use and enjoy the Easement Premises and any improvements now or hereafter constructed or installed thereon (including, without limitation, the Lake) in any manner that does not prohibit County from enjoying its rights under this Easement; (b) grant to third parties (including, without limitation, the School Board) the right to use and enjoy the Easement Premises and any improvements now or hereafter constructed or installed thereon (including, without limitation, the Lake) in any manner that does not prohibit County from enjoying its rights under this Easement; and (c) grant to third parties additional easements in the Easement Premises in any manner that does not prohibit County from enjoying its rights under this Easement.

10. All of the benefits, burdens, covenants and agreements contained in this Easement shall constitute covenants that run with the Easement Premises and the County Property, and this Easement shall be binding upon the parties (and their heirs, personal representatives, successors and assigns). If the Grantor conveys all or substantially all of the Grantor Property to a third person (such person being referred to herein as the "grantee"), then upon such conveyance: (a) Grantor shall be released from all of its duties, responsibilities and obligations under this Easement; (b) grantee shall be deemed to have assumed all of the duties, responsibilities and obligations of Grantor under this Easement; and (c) the grantee shall have all of the rights of Grantor under this Easement. Grantor shall have the right to assign, in whole or in part, any of its rights, duties, responsibilities and/or obligations under this Easement to any third person or entity, and upon the assignment of any such duty, responsibility or obligation, and assumption thereof by the assignee, Grantor shall be relieved from any and all liability associated therewith.

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

12. This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No modification or amendment of this Easement shall be effective unless the same is in writing, signed by the parties, and recorded in the Public Records of Palm Beach County, Florida.

13. County shall, at its sole cost and expense, design, permit and construct the County Drainage System within the Permanent Easement Premises. The construction of the County Drainage System shall be performed and completed by County: (a) in accordance with all applicable (i) plans and specifications, (ii) permits, and (iii) statutes, ordinances, codes, rules and regulations; (b) free from defects, deficiencies and liens; and (c) within three (3) years of the date of this Easement.

14. Grantor shall have the right to redesign, reconfigure and/or fill and relocate the Lake (and other portions of the County Drainage System) at any time, and from time to time, at the sole cost and expense of Grantor (the Lake and County Drainage System as redesigned, reconfigured and/or filled and relocated is referred to herein as a "New Lake" and the "New County Drainage System"). Grantor shall ensure that the County Property has sufficient drainage for storm water run-off originating from the County Property during the construction of a New Lake and/or New County Drainage System. Upon completion and acceptance by the County of a New Lake and/or New County Drainage System which provides for the same capacity for storm water run-off originating from the County Property that was shown on the plans submitted for permit approvals from the CDD and the South Florida Water Management District: (a) the parties shall promptly execute an amendment to this Easement that modifies the legal description of the Easement Premises to be the legal description of the New Lake and record the same in the Public Records of Palm Beach County, Florida; and (b) the term "Lake" and "County Drainage System" as used in this Easement shall mean the "New Lake" and "New County Drainage System" respectively.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

**GRANTOR:**

**INDIAN TRAIL GROVES, LP,  
a Florida limited partnership**

**COWAN INDIAN TRAIL LLC,  
general partner**

By: [Signature]  
Irving Cowan, Managing Member

**FRIEDLAND INDIAN TRAIL LLC,  
general partner**

By: [Signature]  
Jack M. Friedland, Managing Member

Signed, sealed and delivered in the presence of:

[Signature]  
(Witness)

Rochelle F. Morse  
(Print Witness Name)

[Signature]  
(Witness)

[Signature]  
(Print Witness Name)

[Signature]  
(Witness)

CHARLES C. Waseby  
(Print Witness Name)

[Signature]  
(Witness)

ANNETTE FRIEDLAND  
(Print Witness Name)

**ATTEST:  
SHARON R. BOCK  
CLERK and COMPTROLLER**

By: [Signature]  
Deputy Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: [Signature]  
County Attorney

G:\Ben W\DISTRICT PARK F\Drainage Easement 01.11.05.doc

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

**BOARD OF COMMISSIONERS**

By: [Signature]  
Tony Maslotta, Chairman

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: [Signature]  
Department Director

**R2005-0327  
FEB 15 2005**

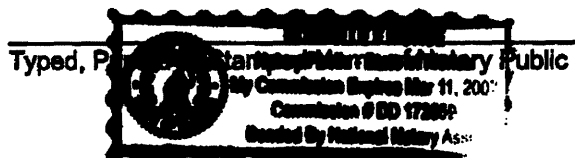
STATE OF FLORIDA )  
COUNTY OF Broward ) SS

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by IRVING COWAN, as Managing Member of COWAN INDIAN TRAIL LLC, a Florida limited liability company, a general partner of INDIAN TRAIL GROVES, LP, a Florida limited partnership, for and on behalf of said company and partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of January, 2005.

Rocella F. Morse  
Notary Public

My Commission Expires




STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by JACK FRIEDLAND, as Managing Member of FRIEDLAND INDIAN TRAIL LLC, a Florida limited liability company, a general partner of INDIAN TRAIL GROVES, LP, a Florida limited partnership, for and on behalf of said company and partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of January, 2005.

Charles C. Walsey  
Notary Public



Charles C. Walsey  
Commission # DD348422  
Expires October 8, 2009

Typed, Printed or Stamped Name of Notary Public

My Commission Expires



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF GRANTOR PROPERTY**

**A PARCEL OF LAND LYING IN SECTIONS 19, 20, 21, 22, 27, 30, 31, THE SOUTH HALF OF SECTIONS 17 AND 18, AND THE NORTH HALF OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 40 EAST, AND SECTIONS 25 AND 26, TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEING ALL OF SECTIONS 19, 20, 21, 22, 27 AND 30; TOGETHER WITH THE SOUTH ONE-HALF (S 1/2) OF SECTIONS 17 AND 18; ALL THAT PART OF SECTION 31 LYING NORTH AND EAST OF THE 660 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 2431, AT PAGE 1704, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND THE NORTH ONE-HALF (N 1/2) OF SECTION 34, ALL IN TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA.**

**TOGETHER WITH A STRIP OF LAND SITUATE IN SECTIONS 25 AND 26, TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGIN AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 40 EAST AND PROCEED SOUTH 00° 44' 23" EAST, ALONG THE EAST LINE OF RANGE 39 EAST, A DISTANCE OF 150.05 FEET; THENCE NORTH 89° 16' 01" WEST LEAVING SAID EAST LINE OF RANGE 39 EAST, A DISTANCE OF 2754.58 FEET; THENCE SOUTH 00° 44' 30" EAST, A DISTANCE OF 50.02 FEET; THENCE NORTH 89° 16' 01" WEST, A DISTANCE OF 3450.90 FEET; THENCE SOUTH 85° 14' 36" WEST, A DISTANCE OF 981.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF A 660 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT OF WAY; THENCE NORTH 43° 15' 25" WEST ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 616.98 FEET; THENCE SOUTH 89° 16' 01" EAST LEAVING SAID NORTH RIGHT OF WAY, A DISTANCE OF 7605.78 FEET TO A POINT ON THE SAID EAST LINE OF RANGE 39 EAST; THENCE SOUTH 00° 43' 59" WEST ALONG SAID EAST LINE OF RANGE 39 EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.**

**LESS AND NOT INCLUDING THE FOLLOWING DESCRIBED PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 4004, AT PAGE 136, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA:**

**THE NORTH 135 FEET OF THE SOUTH 1/2 OF SECTIONS 17 AND 18, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA.**

**ALSO LESS AND NOT INCLUDING THE FOLLOWING DESCRIBED PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 9383, AT PAGE 813, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA:**

**PARK**

**THE PARCELS OF LAND LYING IN THE NORTH HALF (N 1/2) OF THE NORTH HALF (N 1/2) OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, LESS THE EAST 425 FEET THEREOF; ALSO LESS THE NORTH 50 FEET THEREOF;**

**EXHIBIT "A"**

**TOGETHER WITH**

**THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, LESS THE WEST 195 FEET THEREOF; ALSO LESS THE NORTH 50 FEET THEREOF.**

**ALSO LESS AND NOT INCLUDING THE FOLLOWING DESCRIBED PARCEL:**

**SCHOOL SITE**

**THE EAST 978.88 FEET OF THE SOUTH 1335.00 FEET OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA. ALSO LESS AND NOT INCLUDING THE FOLLOWING PARCEL:**

**MIDDLE SCHOOL SITE**

**A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHEAST ONE-QUARTER (1/4); THENCE NORTH 00° 05' 37" WEST, ALONG THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 1335.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST SECTION LINE, NORTH 89°58' 53" WEST, A DISTANCE OF 1372.00 FEET; THENCE NORTH 00°05' 37" WEST, A DISTANCE OF 901.00 FEET; THENCE NORTH 89° 28' 02" EAST, A DISTANCE OF 1372.04 FEET TO THE EAST LINE OF SAID SECTION 34; THENCE SOUTH 00° 05' 37" EAST, A DISTANCE OF 915.00 FEET TO THE POINT OF BEGINNING.**

**BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING NORTH 89°58' 53" WEST.**

**AND LESS AND NOT INCLUDING THE FOLLOWING PARCEL:**

**HIGH SCHOOL SITE**

**A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE SOUTH 00°02' 47" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE 1/4), A DISTANCE OF 1481.20 FEET; THENCE NORTH 89°53' 55" WEST, A DISTANCE OF 1763.98 FEET; THENCE NORTH 00°00' 18" EAST, A DISTANCE OF 1481.20 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4); THENCE SOUTH 89°53' 55" EAST, A DISTANCE OF 1765.05 FEET TO THE POINT OF BEGINNING.**

**\* \* \* \* \***

**Page 2 of 2**

**DESCRIPTION OF  
DRAINAGE EASEMENT**

PREPARED FOR  
**PALM BEACH COUNTY BOARD OF COMMISSIONERS**

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, ALL LYING IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 22; **THENCE** SOUTH 00°02'12" EAST ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 1319.31 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22; **THENCE** SOUTH 89°49'55" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 827.91 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHWEST; **THENCE** EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 113°39'45", FOR AN ARC DISTANCE OF 109.11 FEET TO A POINT OF REVERSE CURVATURE; **THENCE** SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 49°10'31", FOR AN ARC DISTANCE OF 128.74 FEET TO A POINT OF REVERSE CURVATURE; **THENCE** SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 115°30'46", FOR AN ARC DISTANCE OF 161.29 FEET TO A POINT OF TANGENCY; **THENCE** NORTH 89°49'55" WEST, A DISTANCE OF 128.98 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTH; **THENCE** WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 30°44'48", FOR AN ARC DISTANCE OF 214.65 FEET TO A POINT OF REVERSE CURVATURE; **THENCE** SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 43°00'34", FOR AN ARC DISTANCE OF 225.20 FEET TO A POINT OF TANGENCY; **THENCE** NORTH 77°34'09" WEST, A DISTANCE OF 224.37 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTH; **THENCE** WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 42°28'26", FOR AN ARC DISTANCE OF 203.86 FEET TO A POINT OF REVERSE CURVATURE; **THENCE** SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 73°49'36", FOR AN ARC DISTANCE OF 167.51 FEET TO A POINT OF REVERSE CURVATURE; **THENCE** NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 75°18'29", FOR AN ARC DISTANCE OF 197.16 FEET TO A POINT OF TANGENCY; **THENCE** SOUTH 58°28'40" WEST, A DISTANCE OF 57.11 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHEAST; **THENCE** SOUTHEASTERLY, NORTHWESTERLY AND NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 195.92 FEET AND A CENTRAL ANGLE OF 169°40'08", FOR AN ARC DISTANCE OF 580.17 FEET TO A POINT ON A NON-TANGENT LINE, SAID CURVE HAVING A RADIAL BEARING OF NORTH 41°51'11" WEST TO SAID POINT; **THENCE** NORTH 41°51'11" WEST, A DISTANCE OF 46.09 FEET; **THENCE** NORTH 00°10'05" EAST, A DISTANCE OF 37.56 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 22; **THENCE** SOUTH 89°49'55" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 809.38 FEET TO THE **POINT OF BEGINNING**.


SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA CONTAINING 623,960 SQUARE FEET (14.324 ACRES), MORE OR LESS.

**NOTE:** BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 00°02'12" EAST ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 40 EAST.

**CERTIFICATE:**

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL LAND SURVEYORS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION LB271

  
**BRENT A. SPENCER**  
PROFESSIONAL SURVEYOR AND MAPPER NO. 6388  
STATE OF FLORIDA  
**This sketch is not valid without the signature  
and the original seal of a Florida  
Licensed Surveyor and Mapper.**

Page 1 of 3  
Issue Date: November 23, 2004  
PARK-F-DE.doc

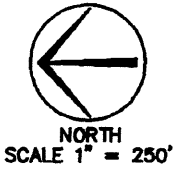
Exhibit "B"  
Page 1 of 3



FOR: **PALM BEACH COUNTY**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

SKETCH TO ACCOMPANY DESCRIPTION  
DRAINAGE EASEMENT



LEGEND:

R	RADIUS
L	ARC LENGTH
Δ	DELTA
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
	DRAINAGE EASEMENT

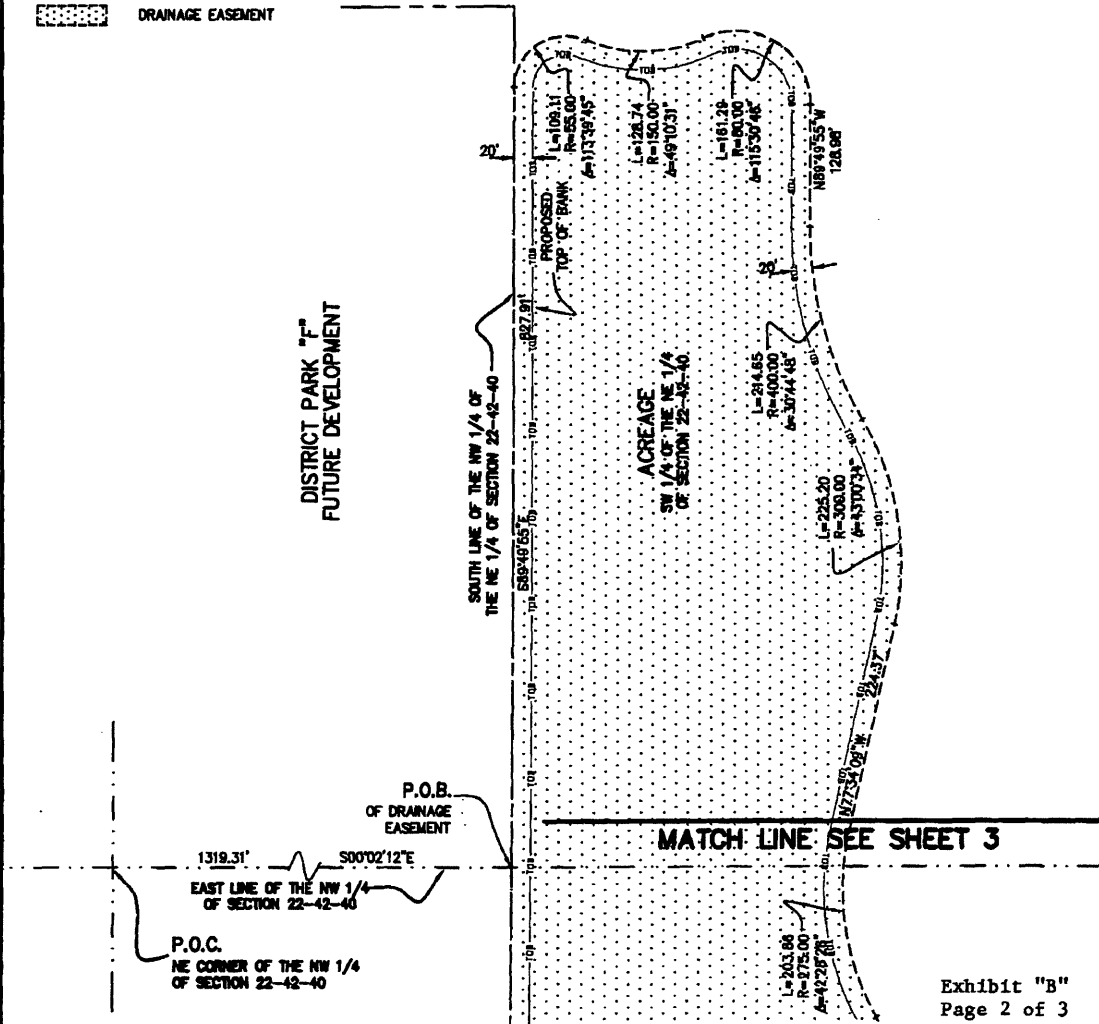


Exhibit "B"  
Page 2 of 3

SHEET 2 OF 3 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	<p>NOTE The undersigned and CRAVEN-THOMPSON &amp; ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.</p> <p>NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.</p>
GENERAL REVISION	11/8/04	BAS	DMD	
REVISE EAST BOUNDARY	11/23/04	BAS	DMD	
JOB NO.: 03-0106	DRAWN BY: BAS	CHECKED BY: MM	F.B.N/A PG.N/A	DATED: 10/19/04



**NOTE:** THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

NORTH  
SCALE 1" = 250'



UPDATES and/or REVISIONS	DATE	BY	CK'D	<p><b>NOTE</b> The undersigned and CRAVEN-THOMPSON &amp; ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.</p> <p><b>NOTE</b> Lands shown hereon were not abstracted for right-of-way and/or easements of record.</p>		
GENERAL REVISIONS	11/8/04	BAS	DMD			
REVISE EAST BOUNDARY	11/23/04	BAS	DMD			
JOB NO.: 03-0106	DRAWN BY: BAS		CHECKED BY: MM	F.B.N/A	PG. N/A	DATED: 10/19/04

EXHIBIT "C"

60 ACRE PARK

PARCELS OF LAND LYING IN THE NORTH HALF OF THE NORTH HALF OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, LESS THE EAST 425 FEET THEREOF; ALSO LESS THE NORTH 50.0 FEET THEREOF;

TOGETHER WITH:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, LESS THE WEST 195.00 FEET THEREOF; ALSO LESS THE NORTH 50.0 FEET THEREOF.

PARCELS CONTAIN 60.0 ACRES.

EXHIBIT "D"

**HIGH SCHOOL SITE**

**A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 22; THENCE SOUTH 00°02' 47" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE 1/4), A DISTANCE OF 1481.20 FEET; THENCE NORTH 89°53' 55" WEST, A DISTANCE OF 1763.98 FEET; THENCE NORTH 00°00' 18" EAST, A DISTANCE OF 1481.20 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4); THENCE SOUTH 89°53' 55" EAST, A DISTANCE OF 1765.05 FEET TO THE POINT OF BEGINNING.**

\*\*\*\*\*

**DESCRIPTION OF  
20 FOOT TEMPORARY  
CONSTRUCTION EASEMENT  
PREPARED FOR  
PALM BEACH COUNTY BOARD OF COMMISSIONERS**

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, ALL LYING IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 22; THENCE SOUTH 00°02'12" EAST ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 1319.31 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22; THENCE SOUTH 89°49'55" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 827.91 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHWEST, SAID POINT BEING THE POINT OF BEGINNING; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 113°39'45", FOR AN ARC DISTANCE OF 109.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 49°10'31", FOR AN ARC DISTANCE OF 128.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 115°30'46", FOR AN ARC DISTANCE OF 161.29 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°49'55" WEST, A DISTANCE OF 128.98 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 30°44'48", FOR AN ARC DISTANCE OF 214.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 43°00'34", FOR AN ARC DISTANCE OF 225.2 FEET TO A POINT OF TANGENCY; THENCE NORTH 77°34'09" WEST, A DISTANCE OF 224.37 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 42°28'26", FOR AN ARC DISTANCE OF 203.86 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 73°49'36", FOR AN ARC DISTANCE OF 167.51 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 75°18'29", FOR AN ARC DISTANCE OF 197.16 FEET TO A POINT OF TANGENCY; THENCE SOUTH 58°28'40" WEST, A DISTANCE OF 57.11 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY, NORTHWESTERLY AND NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 195.92 FEET AND A CENTRAL ANGLE OF 169°40'08", FOR AN ARC DISTANCE OF 580.17 FEET TO A POINT ON A NON-TANGENT LINE, SAID CURVE HAVING A RADIAL BEARING OF NORTH 41°51'11" WEST TO SAID POINT; THENCE NORTH 41°51'11" WEST, A DISTANCE OF 46.09 FEET; THENCE NORTH 00°10'05" EAST, A DISTANCE OF 37.56 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 22; THENCE NORTH 89°49'55" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°10'05" WEST, A DISTANCE OF 45.24 FEET; THENCE SOUTH 41°51'11" EAST, A DISTANCE OF 34.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIAL BEARING OF SOUTH 47°10'05" EAST; THENCE SOUTHWESTERLY, SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 215.92 FEET AND A CENTRAL ANGLE OF 164°21'15", FOR AN ARC DISTANCE OF 619.37 FEET TO A POINT OF TANGENCY; THENCE NORTH 58°28'40" EAST, A DISTANCE OF 57.11 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 75°18'29", FOR AN ARC DISTANCE OF 170.87 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 73°49'36", FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 255.00 FEET AND A CENTRAL ANGLE OF 42°28'26", FOR AN ARC DISTANCE OF 189.03 FEET TO A POINT OF TANGENCY; THENCE SOUTH 77°34'09" EAST, A DISTANCE OF 224.37 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 320.00 FEET AND A CENTRAL ANGLE OF 43°00'34", FOR AN ARC DISTANCE OF 240.21 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY AND EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 380.00 FEET AND A CENTRAL ANGLE OF 30°44'48", FOR AN ARC DISTANCE

Page 1 of 4  
Issue Date: January 5, 2005  
PARK-F-TCE.doc

Exhibit "E"  
Page 1 of 4



**DESCRIPTION OF  
20 FOOT TEMPORARY  
CONSTRUCTION EASEMENT**

PREPARED FOR  
**PALM BEACH COUNTY BOARD OF COMMISSIONERS**

OF 203.92 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°49'55" EAST, A DISTANCE OF 128.98 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 115°30'46", FOR AN ARC DISTANCE OF 201.61 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 49°10'31", FOR AN ARC DISTANCE OF 111.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 70°49'43", FOR AN ARC DISTANCE OF 92.71 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 22; THENCE NORTH 89°49'55" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 50.99 FEET TO THE POINT OF BEGINNING;

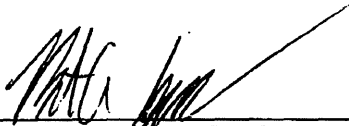
SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA CONTAINING 49,805 SQUARE FEET (1.143 ACRES), MORE OR LESS.

**NOTE:** BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 00°02'12" EAST ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 40 EAST.

**CERTIFICATE:**

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL LAND SURVEYORS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION LB271



**BRENT A SPENCER**

PROFESSIONAL SURVEYOR AND MAPPER NO. 6388  
STATE OF FLORIDA

**This sketch is not valid without the signature  
and the original seal of a Florida  
Licensed Surveyor and Mapper.**

Exhibit "E"  
Page 2 of 4

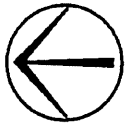
Page 2 of 4  
Issue Date: January 5, 2005  
PARK-F-TCE.doc



FOR: **PALM BEACH COUNTY**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

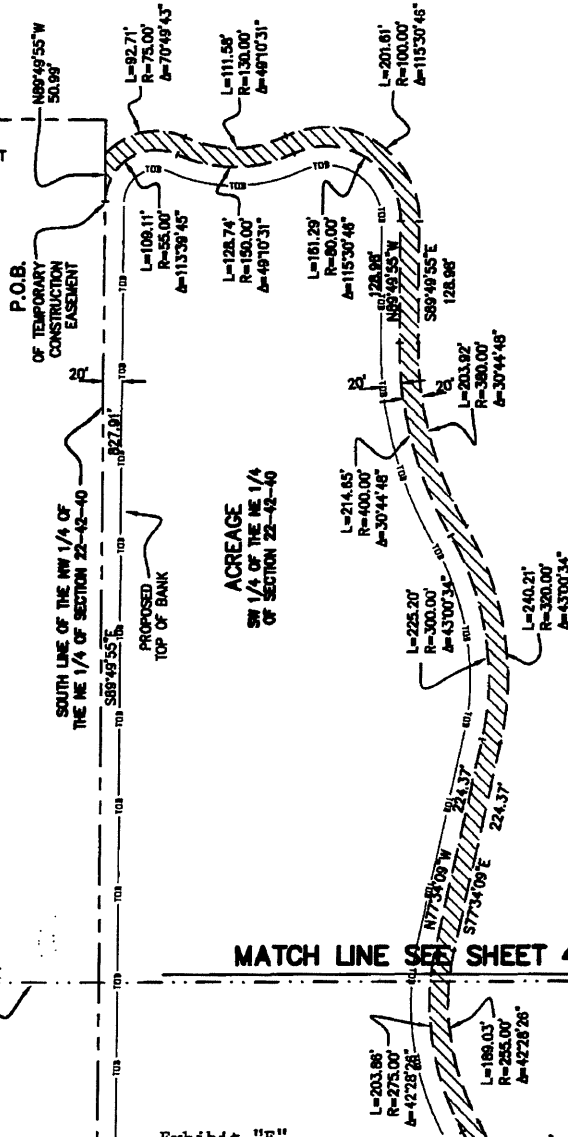
**SKETCH TO ACCOMPANY DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT**



NORTH  
SCALE 1" = 250'

LEGEND:  
R RADIUS  
L ARC LENGTH  
Δ DELTA  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
20' TEMPORARY CONSTRUCTION EASEMENT

DISTRICT PARK "F"  
FUTURE DEVELOPMENT



MATCH LINE SEE SHEET 4

Exhibit "E"  
Page 3 of 4

SHEET 3 OF 4 SHEETS

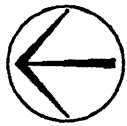
UPDATES and/or REVISIONS	DATE	BY	CK'D	NOTE
GENERAL REVISIONS	11/8/04	BAS	DMD	NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.
REVISED EAST BOUNDARY	11/23/04	BAS	DMD	
GEN REVISIONS TO DESC.	1/5/05	BAS	DMD	
				NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.
JOB NO.: 03-0106	DRAWN BY: BAS	CHECKED BY: MM	F.B.N/A PG.N/A	DATED: 10/19/04



FOR: **PALM BEACH COUNTY**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

## SKETCH TO ACCOMPANY DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT



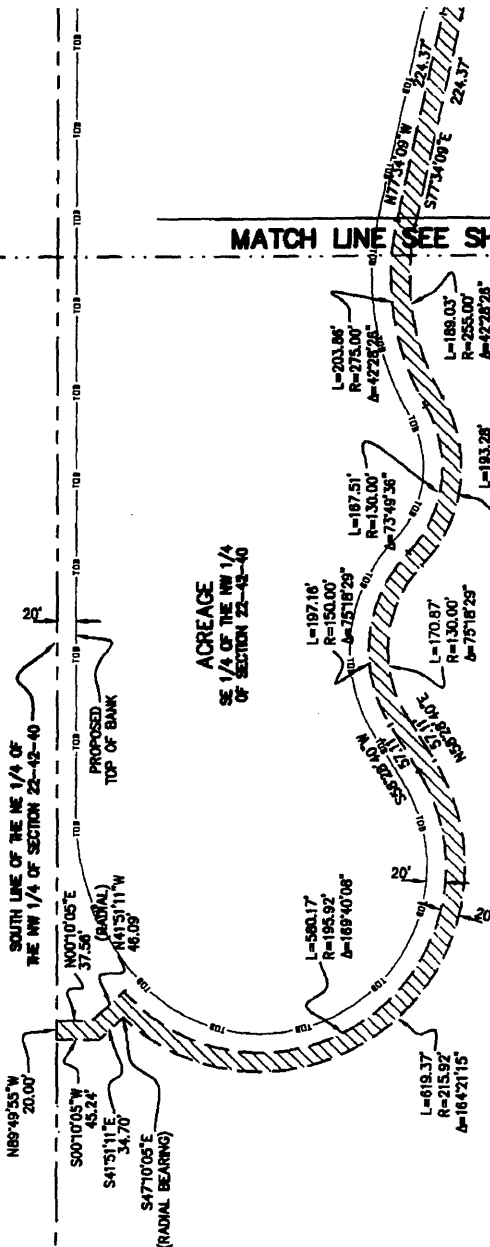
NORTH  
SCALE 1" = 250'

MATCH LINE SEE SHEET 3

1319.31' S00°02'12"E  
EAST LINE OF THE NW 1/4  
OF SECTION 22-42-40

P.O.C.  
NE CORNER OF THE NW 1/4  
OF SECTION 22-42-40

DISTRICT PARK "F"  
FUTURE DEVELOPMENT



### LEGEND:

- R RADIUS
- L ARC LENGTH
- Δ DELTA
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- 20' TEMPORARY CONSTRUCTION EASEMENT

Exhibit "E"  
Page 4 of 4

SHEET 4 OF 4 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	NOTE
GENERAL REVISIONS	11/8/04	BAS	DMD	NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.
REVISED EAST BOUNDARY	11/23/04	BAS	DMD	
GEN REVISIONS TO DESC.	1/5/05	BAS	DMD	
				NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO.: 03-0106    DRAWN BY: BAS    CHECKED BY: MM    F.B.N/A    PG.N/A    DATED: 10/19/04

**Schedule I**

**Property Control Numbers**

00-40-42-22-00-000-1020  
00-40-42-22-00-000-1030  
00-39-42-25-00-000-1000  
00-39-42-26-00-000-1020  
00-40-42-17-00-000-7000  
00-40-42-18-00-000-7000  
00-40-42-19-00-000-9000  
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