

Add-on
64-1

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 15, 2006 [] Consent [X] Regular
[] Ordinance [] Public Hearing
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) an Estoppel Certificate, Agreement and Consent to Leasehold Mortgage (Agreement) with Textron Financial Corporation and Trump International Golf Club II, L.C. (Trump) for the 9-hole golf course located at the southeast corner of Kirk Road and Gun Club Road in West Palm Beach; and

B) a Memorandum of Development Lease Agreement to be recorded in the public records to provide notice of the Lease.

Summary: On July 23, 2002, the Board approved the Development Lease Agreement (R-2002-1231) (Lease) with Trump whereby Trump leases approximately 62 acres of County-owned land located at the southeast corner of Kirk Road and Gun Club Road in unincorporated West Palm Beach. The Lease allows Trump to mortgage its interest in the leasehold. Trump's lender, Textron Financial Corporation, in conjunction with a loan modification, has requested the attached Agreement be executed by all parties. This Agreement confirms factual matters of the Lease and provides certain protections to the lender should Trump default on the Lease. This Agreement is essentially identical to the Agreement previously approved by the Board for the 18-hole golf course (R-99-1098D). The lender is requiring execution of this Agreement as a condition of modifying its loan to Trump. (PREM) District 2 (LMB)

Background and Policy Issues: On July 23, 2002, the Board approved the Lease for 62 acres for development of a 9-hole golf course, adjacent to Trump's then existing 18-hole golf course. On May 17, 2005, the Board approved the First Amendment to the Development Lease Agreement (R-2005-0993) reducing the leasehold by 715 sf for right-of-way purposes. Textron Financial Corporation originally loaned money to Trump's affiliate in connection with the 18-hole golf course. The parties now desire to enter into a modification of the loan and Textron Financial Corporation has requested the Agreement be executed as a condition of the modification.

Attachments:

- 1. Location Map
- 2. Estoppel Certificate, Agreement and Consent to Leasehold Mortgage (Exhibit A more than 50 pages; can be viewed in Admin.)
- 3. Memorandum of Development Lease Agreement

Recommended By: Anthony Wolf 8/10/06
Department Director Date

Approved By: [Signature] 8/14/06
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	-0-	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

No fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 8-10-06
 OFMB
[Signature] 8/10/06

[Signature] 8/11/06
 Contract Development and Control
 At the time of CDC's review,
 the documents were not
 executed.

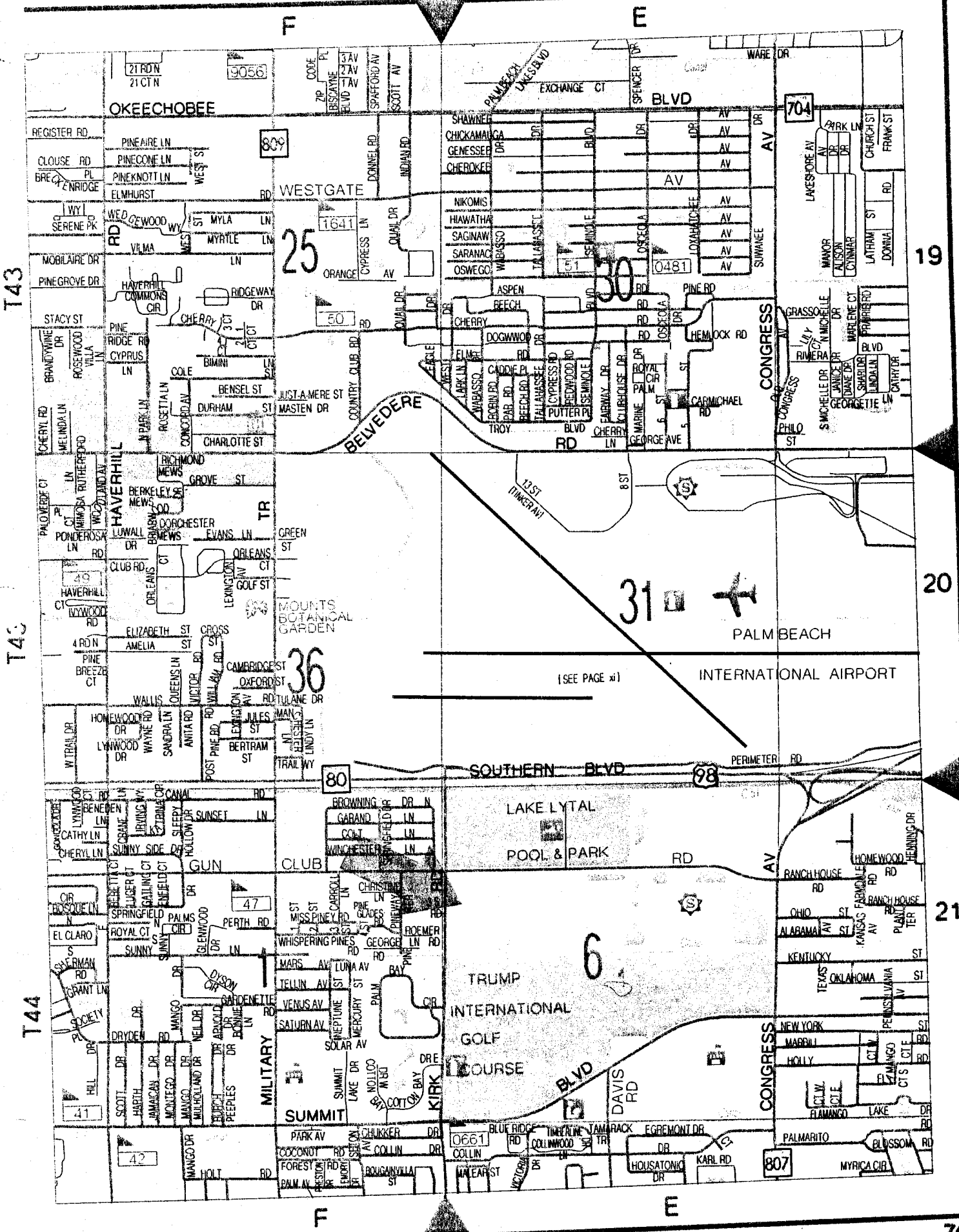
B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



LOCATION MAP
ATTACHMENT # 1



RECORDING REQUESTED BY)
AND WHEN RECORDED RETURN TO:)
)
Howard E. Schreiber, Esquire)
Jenkins & Gilchrist)
1445 Ross Avenue, Suite 3700)
Dallas, Texas 75202)

For Recorder's Use Only

**ESTOPPEL CERTIFICATE, AGREEMENT AND
CONSENT TO LEASEHOLD MORTGAGE**

THIS ESTOPPEL CERTIFICATE, AGREEMENT AND CONSENT TO LEASEHOLD (this "Agreement") is executed this ___ day of _____ 2006, by and among **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "Lessor") and **TRUMP INTERNATIONAL GOLF CLUB II, L.C.**, a Florida limited liability company (hereinafter referred to as "Lessee") and **TEXTRON FINANCIAL CORPORATION**, a Delaware corporation (hereinafter referred to as "Lender"), with reference to the following facts and circumstances:

RECITALS

A. There exists a certain Development Lease Agreement dated July 23, 2002 between Lessor and Lessee (the "Original Lease"), as modified by that certain First Amendment to Development Lease Agreement dated May 17, 2005 (the "First Amendment"), together with that certain Memorandum of Development Lease Agreement dated _____, 2006 (the "Memorandum") (the Original Lease, the First Amendment and the Memorandum being hereinafter collectively referred to as the "Lease").

B. The Lease affects and covers the real property in Palm Beach County, Florida, described in paragraph 1 of the First Amendment (the "Property").

C. Lender has, subject to the satisfaction of certain conditions, agreed to modify a loan (the "Loan") to the Trump International Golf Club, L.C., an affiliate of Lessee ("Lessee's Affiliate") in the original principal sum of NINE MILLION EIGHT HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$9,837,500) to be secured, in part, by a leasehold mortgage (the "Leasehold Mortgage") encumbering the leasehold estate in favor of Lessee (the "Leasehold Estate") created pursuant to the Lease. As a condition to modifying the Loan to Lessee's Affiliate, Lender requires this Agreement to be executed by Lessor and Lessee for the purpose of approving the Loan modification transaction and supplementing certain provisions of the Lease.

D. Lender acknowledges that the Lease requires the Property to be used in conjunction with the adjacent 18-hole golf course known as the Trump International Golf Club,

DALLAS4 772088v2 11288-00098

ATTACHMENT # 2

which is leased to the Trump International Golf Club, L.C., by Lessor pursuant to that certain Development Site Lease Agreement dated September 3, 1996, as amended (the "Golf Course Lease").

E. By this Agreement, the parties desire to confirm and acknowledge the matters and agreements set forth herein for the benefit of the parties hereto, and their respective successors and assigns as well as any other parties expressly benefited hereby.

AGREEMENT

Section 1. Lessor represents and warrants as follows:

- (a) A true and correct copy of the Lease is attached hereto as Exhibit "A".
- (b) The Lease is in full force and effect and has not been further amended, supplemented or modified, except as otherwise provided for herein. The Lease, as supplemented hereby, contains the entire agreement between Lessor and Lessee with respect to the Property. No other understandings (oral or written) exist with respect thereto. Lessor hereby ratifies the Lease and hereby consents to the hypothecation of Lessee's interest in the Lease by the Loan.
- (c) Lessor has not assigned, transferred or encumbered all or any portion of the right, title or interest of Lessor under the Lease or in the Property.
- (d) Lessor has no actual knowledge of any prior assignment, hypothecation, pledge or encumbrance of all or any portion of the Leasehold Estate.
- (e) The Initial Term of the Lease commenced July 23, 2002 and shall expire on October 31, 2029. Lessee has the option to extend the term of the Lease for successive periods of twenty (20) years and twenty-five (25) years, respectively, pursuant to Section 1.03 of the Lease.
- (f) There are no existing defenses or offsets that Lessor has against the enforcement of the Lease or any of Lessee's rights thereunder. All covenants and conditions under the Lease to be performed by Lessee have been performed to the satisfaction of Lessor. As of the date hereof, Lessee is not in any respect in default under the terms and provisions of the Lease, nor is there now any fact, act, omission or condition, which, with notice or lapse of time or both, will become such a default.
- (g) The Annual Rent is payable in advance in equal monthly installments under the Lease, as set forth in Article III of the Lease. Rental payments payable under the Lease shall commence in accordance with Sections 3.02 and 3.03 of the Lease.
- (h) Pursuant to Section 3.06 of the Lease, Lessor is currently holding a Security Deposit in the amount of \$73,250 in the form of a letter of credit issued by Wachovia Bank, National Association. None of the Security Deposit has heretofore been applied against any unpaid sum of money due and owing by Lessee to Lessor pursuant to the terms of the Lease.
- (i) Lessee has no relationship or affiliation with Lessor (other than the Lease).

Section 2. Lessor and Lessee hereby confirm and agree as follows:

(a) Lessor shall not accept Lessee's release from or waiver of the performance of any material obligations under the Lease or permit Lessee to exercise any right to terminate or surrender the Lease (including Lessee's right, if any, to exercise any option to purchase the Property contained in the Lease) without the prior written consent of Lender. Without the prior written consent of Lender, which consent shall not be unreasonably withheld or delayed, Lessee shall not agree to an amendment or modification of the Lease which changes the term of the Lease or materially increases Lessee's obligations thereunder nor shall there be a mutual cancellation, surrender or termination of the Lease.

(b) Lessor shall furnish to Lender true and correct copies of all notices of any alleged default or breach by Lessee under the Lease within one (1) day after such notices are served upon Lessee. All notices required by Article XXV of the Lease to be served upon Lender shall be sent by registered or certified mail, postage prepaid, return receipt requested to Lender at:

Textron Financial Corporation
11575 Great Oaks Way, Suite 210
Alpharetta, Georgia 30022
Attn: President - Golf Course Finance Division
Telephone: _____
Facsimilie: _____

No notice of default shall be of any effect unless so served on Lender. Lender shall provide Lessor with prior written notice of any change in the address to notices to Lender hereunder.

(c) In accordance with Article XIX, Rights of Leasehold Mortgagees, Lessor agrees to accept the cure of any default under the Lease from Lender as though such cure had been made directly by Lessee. Lender shall have the right, but not the obligation, to cure any "Event of Default" (as defined in the Lease) within the Termination Cure Period (as defined in the Lease) after it receives any notice that Lessor intends to terminate this Lease. In accordance with Article XIX of the Lease, if Lender elects to foreclose or cause its designee to foreclose its Leasehold Mortgage or to acquire or cause its designee to acquire Lessee's Leasehold Estate in the Property before it effects the cure of an Event of Default, and if it makes such election, the following shall apply: The Termination Cure Period shall be extended by any period during which foreclosure proceedings are conducted. The Lender shall begin foreclosure proceedings promptly after it receives a notice of Lessor's intent to terminate this Lease, and shall diligently prosecute such proceedings. Within thirty (30) days after the Lender or its designee acquires the Lessee's Leasehold Estate in the Property pursuant to such foreclosure proceedings or otherwise, the Lender or its designee shall (i) effect the cure of any Event of Default which can be cured by the payment of money, and (ii) commence to cure all nonmonetary Events of Default, and complete such cure diligently, except those Events of Default set forth in Section 11.02A.(2), (3), (4) and (5). Lender shall be excused from commencing or pursuing foreclosure of Lessee's Leasehold Estate so long as Lender is enjoined therefrom as the result of a bankruptcy stay or any other form of injunction, restraining order, stay or other court order.

(d) The consent of Lessor shall not be required for:

(1) a transfer of the Leasehold Estate or a judicial foreclosure sale under the Leasehold Mortgage, or an assignment in lieu of foreclosure or a sale pursuant to Section 363 of the Bankruptcy Code or pursuant to a bankruptcy plan or liquidation; or

(2) a subsequent transfer of the Leasehold Estate if Lender acquires the Leasehold Estate as a result of any transfer described in Subsection (c) above. Lender shall promptly give written notice to Lessor of any such transfer setting forth the name and address of the transferee, the effective date of such transfer and an express agreement of the transferee assuming and agreeing to perform all of the obligations of Lessee under the Lease arising following such transfer, together with a copy of the document by which such transfer was made. Any obligations of Lender for performance under the Lease will terminate upon any such transfer by Lender.

(e) In accordance with Article XIX(D) of the Lease, if for any reason the Lease is terminated by Lessor or terminated, rescinded or rejected by Lessee or any trustee, receiver; or representative of Lessee or the estate of Lessee in a bankruptcy, receivership, reorganization or other insolvency proceeding as an executory contract or otherwise, Lender (or designee of Lender) may give notice to Lessor within ninety (90) days after it receives notice of the rejection or termination, as the case may be, that Lender (or its designee) desires to enter into a new lease with Lessor for the Property and, in such event, the following provisions shall apply:

(1) Except as provided immediately below, the provisions of the new lease shall be all of the provisions of the Lease. However, the term of the new lease shall begin on the date of its execution and shall expire on the date on which the term of the Lease is to expire. Any extended term of the Lease shall be also included in the new lease. Any obligation of the parties pursuant to the Lease that shall have been performed before the execution of the new lease shall be omitted from the new lease.

(2) If there is more than one Leasehold Mortgagee, and more than one such notice desiring a new lease is given, Lessor and Leasehold Mortgagee (or its designee) of the Leasehold Mortgage which shall be prior in lien shall enter into the new lease.

(3) Promptly after execution of the new lease, the tenant under the new lease shall effect the cure of the Event of Default.

(f) The following shall apply if a new lease is executed as provided above:

(1) The Property shall be free and clear of the lien of the Lease but shall be subject to the lien of the new lease.

(2) Lessor or the tenant under the new lease may enter upon the Property and remove Lessee from the Property, by summary proceedings or other appropriate action or proceeding at law.

(3) Lessor and Lessee shall be completely discharged of all obligations under the Lease.

(g) Lessee shall not treat this Lease as terminated pursuant to the United States Bankruptcy Code without the consent of Lender.

(h) Unless Lender shall, in its sole discretion, otherwise agree in writing, fee title to the Property and the Leasehold Estate shall not merge but shall remain separate and distinct, notwithstanding an event which would otherwise cause the union of said estates in Lessor, Lessee or in any third party, whether by purchase, assignment, termination or in any other manner; accordingly, Lessor agrees that it will not disturb any subleasehold estate or any sublessee as a result of such event unless it has become the sublessor and the sublessee fails to attorn to it or otherwise honor the terms of the sublease.

(i) Except as otherwise provided in Section 9.04 of the Lease, in any condemnation, taking or other appropriation of the Property, Lessor shall in no event be awarded or receive more than the value of its fee title to the Property (or portion thereof so taken) treated as unimproved and encumbered by the Lease. Lessee hereby waives any award received by it as proceeds of condemnation in favor of Lender unless the Loan has been paid in full. Any award for a temporary taking shall be paid to Lender. Lender shall be entitled to participate in any negotiations, proceedings or actions arising in connection with any taking, condemnation or appropriation of the Property and no such negotiations, proceedings or actions shall be settled or concluded without the written consent of Lender, which consent shall not be unreasonably withheld or delayed. Lessee hereby waives any statutory right or rights under the Lease that they may now or hereafter possess to terminate the Lease upon a partial taking of the Property or the destruction of a portion thereof or any improvements thereon unless the Loan is thereupon paid in full.

(j) All mortgagee protection provisions set forth in the Lease shall be applicable to and enforceable by Lender and its assigns.

(k) Lessor makes this Agreement with the express understanding that all of Lessee's right, title and interest in and to the Leasehold Estate will be assigned by Lessee as collateral to Lender for the purpose of securing the indebtedness to Lender under the Loan, and that such assignment will be accepted by Lender in material reliance upon this Agreement. Lessor hereby irrevocably consents to such assignment to Lender of the Leasehold Estate and to the encumbrance thereof with a leasehold mortgage in favor of Lender securing the Loan and to any modifications, renewals or extensions thereof; provided that Lender shall have no liability under the Lease unless and until Lender takes possession of Lessee's interest thereunder. Lessor further consents to the encumbrance of the Leasehold Estate with any mortgage executed to secure any loan or loans hereafter made to refinance the Loan or any refinancing thereof.

(l) If the Lease provides for arbitration, Lessee shall promptly notify Lender in writing of any request made by either party to the Lease for arbitration proceedings pursuant to the Lease and of the institution of any arbitration proceedings, as well as of all proceedings thereunder, and shall promptly deliver to Lender a copy of the determination of the arbitrators in

each such arbitration proceeding. Lender shall have the right to participate in such arbitration proceedings in association with Lessee or on its own behalf as an interested party.

(m) As of the date of this Agreement, the Property is not part of Palm Beach County's Airport System as defined in the Palm Beach County Airport System Revenue Bond Resolution No. R-84-1659, adopted April 3, 1984, as amended and supplemented.

(n) Lessor hereby subordinates its statutory landlord's lien, and any other lien which may be provided by law or equity, to the lien in operation of the Leasehold Mortgage (and any modifications or extensions thereof).

(o) Pursuant to Section 11.07 of the Lease, except for an assignment to an entity controlled by Donald Trump, Lessee shall not assign, transfer or otherwise convey its interest in this Lease except in its entirety and subject to the prior written consent of Lessor, such consent not to be unreasonably withheld. Any assignment of the Lease shall be in conjunction with an assignment of the adjacent 18-hole golf course known as the Trump International Golf Club, which is leased to the Trump International Golf Club, L.C. by Lessor pursuant to the Golf Course Lease. Notwithstanding the foregoing, Lessee may sublease any portion of the Property, in its discretion. Lessee shall pay to Lessor one-half (1/2) of: (a) any consideration received by Lessee as a result of the subleasing of the Property, which is in excess of the rental payable by Lessee to Lessor hereunder, and (b) the net profits received by Lessee in the event of an assignment of this Lease. Lessee hereby advises Lessor that in connection with such Loan modification transaction that Lessee may assign its leasehold estate under the Lease to the Trump International Golf Club, L.C.; provided, however, Lessee agrees to provide Lessor with written notice of any such assignment.

(p) If the Lease contains a purchase option, Lessor hereby acknowledges and consents to Lessee's assignment to Lender of Lessee's purchase option contained in the Lease. The Lessor agrees to give Lender not less than thirty (30) days notice of any attempt by Lessee to acquire the Property and Lessor shall not consent to any sale of the Property without receiving evidence of Lender's consent to the sale in writing. If Lessee exercises the purchase option or otherwise acquires the Property, Lessor shall not agree to or consent to any merger of the leasehold and fee without the prior written consent of Lender, and Lessor will honor Lender's exercise of the purchase option.

Section 3. Lessor and Lessee hereby represent and warrant to Lender as follows:

(a) There have been no material modifications to the conceptual golf course routing plan originally previously approved by Lessor pursuant to Section 4.01 of the Lease, except for such material modifications as have been submitted to and reviewed and approved by Lessor.

(b) Lessee's right to terminate the Lease pursuant to Section 4.06 thereof is no longer of any force or effect.

(c) There currently are no real estate taxes assessed against Lessee's leasehold estate in the Property.

(d) Lessor has taken all actions necessary to comply with the representations, warranties and covenants contained in Section 10.01 of the Lease and Lessee hereby confirms Lessor's satisfaction thereof.

Section 4. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors, assigns and legal representatives of the parties. Lender may sell the Loan in whole or in part without the consent of Lessor.

Section 5. Any title insurance company that issues title insurance with respect to any interest in the Property, the Leasehold Estate created by the Lease or any mortgage or trust deed encumbering such Leasehold Estate, including the Leasehold Mortgage shall be entitled to rely on the representations, covenants and agreements contained in this Agreement and shall be deemed an express and intended third party beneficiary hereof.

Section 6. Upon demand, Lessor agrees to provide Lender and any potential future Leasehold Mortgagee with written confirmation whether this Agreement is in full force and effect and for the benefit of Lender and such potential or future beneficiary. Lessor further agrees, upon demand, to provide such parties with an estoppel certificate confirming the information set forth in Section 1(a) through (h) and updating such information as appropriate. Such confirmations shall be in form and content acceptable to the Lender or such beneficiary, as the case may be. The term "Lender" as used herein shall include any mortgagee which makes a loan for the purpose of refinancing the Loan or any other loan secured by the Leasehold Estate, but shall exclude any party which has reconveyed its security interest in the Leasehold Estate. The term "Leasehold Mortgage" shall include any mortgage upon the Leasehold Estate granted to secure such replacement or subsequent financing.

Section 7. Nothing contained herein shall be construed as amending or otherwise modifying the Lease. This Agreement may not be amended, modified or terminated except by an agreement in writing signed by Lessor, Lessee and Lender.

Section 8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Section 9. Unless otherwise defined herein terms used in this Agreement with initial capital letters shall have the same meaning assigned to such terms in the Lease.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

LESSOR:

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
Print Name: _____
Its: _____

(SEAL)
APPROVED AS TO TERMS AND CONDITIONS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____ County Attorney

LESSEE:

TRUMP INTERNATIONAL GOLF CLUB II, L.C., a Florida limited liability company

WITNESSES:

Signature

Print Name

Signature

Print Name

By: _____
Print Name: _____
Its: _____

WITNESSES:

Signature

Print Name

Signature

Print Name

LENDER:

TEXTRON FINANCIAL CORPORATION, a Delaware corporation

By: _____
Print Name: _____
Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2006, by _____, as _____ of TRUMP INTERNATIONAL GOLF CLUB II, L.C., a Florida limited liability company. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Name: _____
My Commission Expires: _____

STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me this ___ day of _____, 2006, by _____, as _____ of TEXTRON FINANCIAL CORPORATION, a Delaware corporation. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Name: _____
My Commission Expires: _____

Prepared by and return to:
Lewis F. Crippen,, Esquire
Gunster Yoakley
777 S. Flagler Drive Suite 500E
West Palm Beach, Florida 33401

MEMORANDUM OF DEVELOPMENT LEASE AGREEMENT

THIS MEMORANDUM made and entered into this ____ day of _____, 2006, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County"), and Trump International Golf Club II, L.C., a Florida limited liability company (the "Lessee").

WHEREAS, the County and the Lessee have entered into that certain Development Lease Agreement dated July 23, 2002, as amended by that certain First Amendment to Development Lease Agreement dated May 17, 2005 (the "Lease"), pursuant to which the Lessee has leased from the County that certain real property legally described in Exhibit "A", attached herein and made a part hereof, less the real property legally described in Exhibit "B", attached hereto and made a part hereof (the "Land"); and

WHEREAS, the parties have executed this Memorandum for the purpose of giving public notice of the existence of the Lease and certain provisions thereof.

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and give public notice of the existence of the Lease and of the Lessee's leasehold interest in the Land. The parties also hereby give public notice of the following provisions of the Lease:

The term of the Lease commenced upon July 23, 2002 and shall expire on October 31, 2029 (the "Initial Term"). Under certain conditions, the Lessee shall have the option to extend the Initial Term of the Lease for successive periods of twenty (20) years and twenty five (25) years respectively.

Nothing contained herein shall be deemed to change or otherwise affect any of the obligations or provisions contained in the Lease.

The parties hereby acknowledge that the Lease shall continue in full force and effect in accordance with its terms and hereby ratify the same.

ATTACHMENT # 3

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed in their respective names of the date first above written

ATTEST:

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMISSIONERS

Sharon R. Bock,
Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
Chairman or Vice Chair

(SEAL)

WITNESSES:

Trump International Golf Club II, L.C.

By: _____
Witness

By: _____
Donald J. Trump

Title: Managing Member

Print Name

By: _____
Witness

Print Name

APPROVED TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS & CONDITIONS:

By: _____
County Attorney

By: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by the _____ of the Trump International Golf Club II, L.C., a Florida limited liability company, on behalf of the company. The foregoing individual () is personally known to me or () has produced _____ as identification

Print Name: _____
NOTARY PUBLIC _____
Commission Number _____
Commission Expires _____

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land in Section 6, Township 44 South, Range 43 East, Palm Beach County, Florida, being a portion of Tracts 5 through 8, Block 2 of Palm Beach Plantations Plat 1 Model Land Company as recorded in Plat Book 10, Page 20, of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commence at the West quarter corner of said Section 6; Thence along the West line of said Section 6, N01°31'42"E for 40.00 feet to the North right-of-way line of Lake Worth Drainage District Canal L-5, as recorded in Official Record Book 3538, Page 1816, of said Public Records; Thence along said North right-of-way line, S88°38'58"E for 80.00 feet to the East right-of-way line of Kirk Road, as recorded in Road Plat Book 3, Page 182, of said Public Records and the Point of Beginning;

Thence along said East right-of-way line, N01°31'42"E for 828.55, feet as recorded in Official Record Book 8102, Page 1215, of said Public Records; Thence along said right-of-way line for the following two (2) courses:

- 1) Thence N05°01'31"E for 180.34 feet;
- 2) Thence N01°31'42"E for 201.01 feet;

Thence N47°02'24"E for 57.10 feet; thence S87°26'56"E for 773.72 feet; thence S88°43'19"E for 1365.89 feet; thence S01°16'41"W for 798.98 feet; thence N88°38'58"W for 46.47 feet; thence S01°16'41"W for 435.95 feet to said North right-of-way line of Lake Worth Drainage District Canal L-5; Thence along said North right-of-way line, N88°38'58"W for 2150.15 feet to the Point of Beginning.

Containing 61.743 acres, more or less.

LEGAL DESCRIPTION

A PARCEL OF LAND FOR ROAD RIGHT OF WAY PURPOSES IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE NORTH 1°31'42" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1332.01 FEET TO THE INTERSECTION WITH THE CENTERLINE OF GUN CLUB ROAD AS DEPICTED IN THE RIGHT OF WAY MAP FOR SAID ROAD AND RECORDED IN ROAD PLAT BOOK 3, PAGE 182 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 88°43'05" EAST ALONG SAID CENTERLINE, A DISTANCE OF 80.00 FEET; THENCE SOUTH 1°31'42" WEST ALONG A LINE 80 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 TO THE EXISTING SOUTH RIGHT OF WAY LINE OF GUN CLUB ROAD AS DEPICTED IN SAID ROAD PLAT BOOK 3, PAGE 182, A DISTANCE OF 40.00 FEET; THENCE CONTINUE SOUTH 1°31'42" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 423.56 FEET TO THE POINT OF BEGINNING, BEING THE SOUTH END OF PARCEL 118 ACCORDING TO OFFICIAL RECORD BOOK 1211, PAGE 59 SAID PUBLIC RECORDS; THENCE NORTH 5°01'31" EAST ALONG THE EAST LINE OF SAID PARCEL 118, A DISTANCE OF 180.31 FEET TO A LINE 91.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTH 1°31'42" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 130.00 FEET; THENCE SOUTH 13°56'23" WEST, A DISTANCE OF 51.17 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 715 SQUARE FEET.

BEARINGS CITED HEREON ARE RELATIVE TO AN ASSUMED BEARING OF NORTH 1°31'42" EAST ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 43 EAST


NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

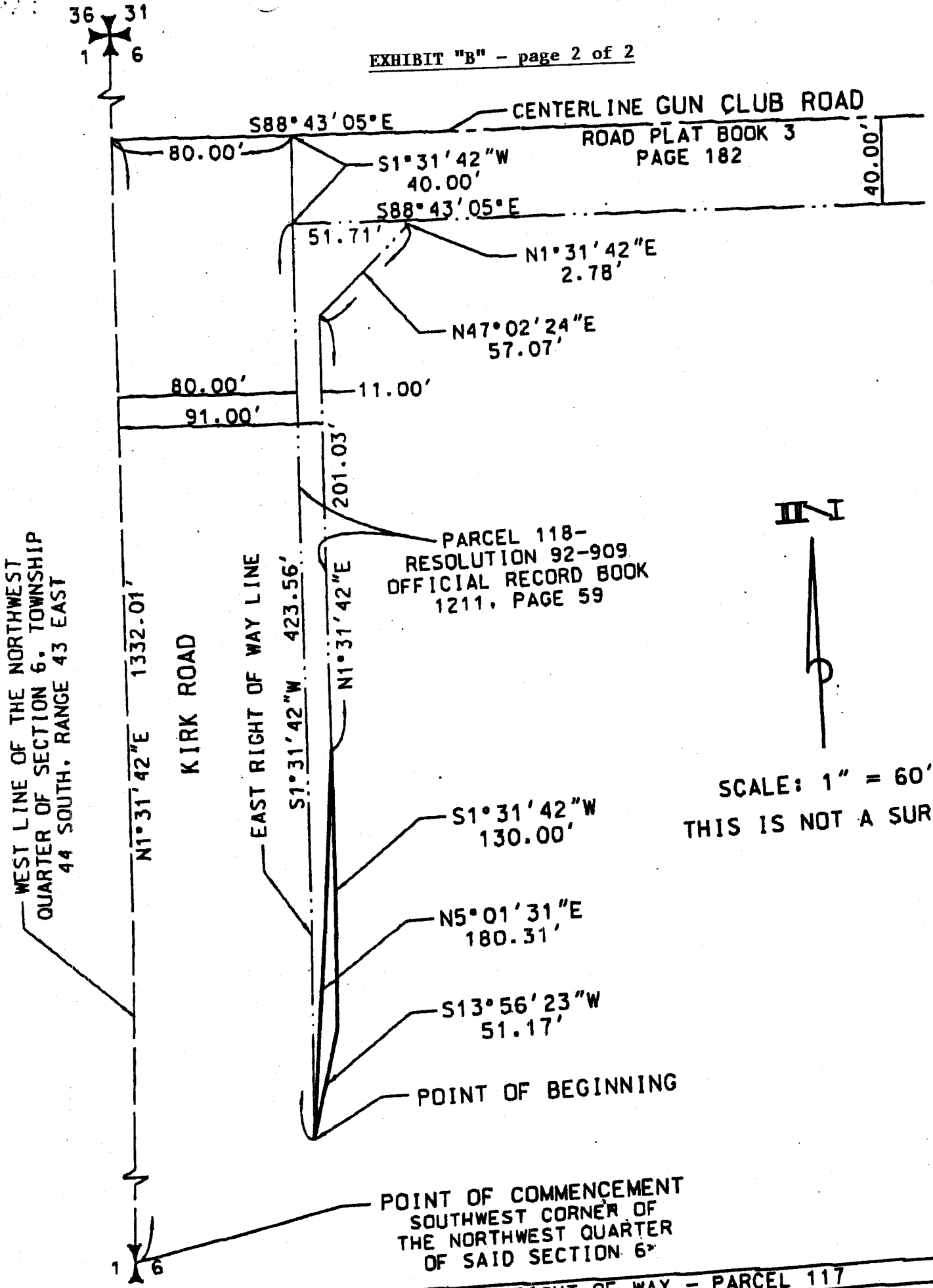
THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 160 AUSTRALIAN AVENUE, SUITE 405, WEST PALM BEACH, FLORIDA, 33406.

N. Howard
 NORMAN J. HOWARD, P.S.M.
 FLORIDA CERTIFICATE NO. 5776

2-15-05
 DATE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PROJECT NO. 88564	SHEET 1 2	PROJECT:	SCALE: 1" = 60' APPROVED: N.J.H. DRAWN: E.A.O. CHECKED: N.J.H. DATE: 8/25/04	REVISION	BY	DATE	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICE 160 AUSTRALIAN AVENUE WEST PALM BEACH, FL 33411
		KIRK ROAD RIGHT OF WAY PARCEL 117		ADD AERIAL	NH	2/15/05	
DESIGN FILE NAME	DRAWING NO.	N/A					
88564 KIRK.	S-1-04-2257						



SHEET NO. 88564 DRAWING NO. S-1-04-2257 PROJECT: KIRK ROAD RIGHT OF WAY - PARCEL 117