

This instrument prepared by:

Name: Richard Arkin, Esquire
Address: 1401 University Drive, Suite 200
Coral Springs, FL 33071

R992073 D

PUBLIC FACILITIES AGREEMENT - NAUTICA SHORES PUD

THIS AGREEMENT made and entered this OCT 28 1999 day of _____, 1999, by and between G.L. HOMES OF FLORIDA II CORPORATION, a Florida corporation, of 1401 University Drive, Suite 200, Coral Springs, Florida 33071 (hereinafter referred to as "Developer"), its successors and assigns, and PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Developer is the developer of 120.008 acres \pm located in Palm Beach County, Florida, the exact legal description of which is attached hereto and made a part hereof as EXHIBIT "A" (hereinafter referred to as the "Property"); and

WHEREAS, Developer has applied to County for the rezoning of the Property from AR-Agricultural Residential District to Residential Planned Unit Development District (PUD) pursuant to Zoning Petition No. PDD 99-040 a/k/a Concurrency Reservation Case No. 98-5000846-C a/k/a Nautica Shores PUD (collectively referred to as the "Project"); and

WHEREAS, County's 1989 Palm Beach County Comprehensive Plan (hereinafter referred to as "Comprehensive Plan") requires certain public facilities to have adequate capacity available to accommodate the impacts of new development such as the Project; and

WHEREAS, The County's Unified Land Development Code (hereinafter "ULDC"), Article 11 entitled "Adequate Public Facilities Standards" sets forth a procedure for determination of the provision of adequate public facilities to serve the Project and a procedure for issuance of a Certificate of Concurrency Reservation (hereinafter "Concurrency Reservation") confirming the existence of adequate public facilities to serve the Project as of the Project's governmental approval review process; and

WHEREAS, Section 11.2, ULDC entitled "Level of Service (LOS) Standards", Paragraph E entitled "LOS for Road Facilities" requires the Project to meet the level of service for road facilities as set forth in Section 15.1, ULDC entitled "Traffic Performance Standards"; and

WHEREAS, County granted the Project a conditional concurrency finding regarding conformance with Article 15, ULDC, Palm Beach County Traffic Performance Standards

(hereinafter referred to as "TPS") provided that construction of the Project was phased to the commencement of the construction of certain defined roadway improvements; and

WHEREAS, one of the required roadway improvements of the Project is the construction of Haverhill Road as a two (2) lane roadway, with appropriate turn lanes, from Lantana Road to Melaleuca Lane, with such improvement hereinafter being referred to as the "Haverhill Road Improvement"; and

WHEREAS, on February 2, 1999, the Palm Beach County Board of County Commissioners added Haverhill Road to the Five Year Road Program as a two (2) lane roadway with such roadway being compatible with an ultimate four lane divided section, hereinafter being referred to as the "Haverhill Road Section", with aggregate proposed funding in the amount of \$4,450,000, representing (i) full funding for design in the amount of \$460,000 as part of fiscal year 1998/1999, (ii) full funding for right-of-way acquisition in the amount of \$1,180,000 as part of fiscal year 2000/2001, and (iii) full funding for construction in the amount of \$2,810,000 as part of fiscal year 2001/2002; and

WHEREAS, Developer, subject to the terms and conditions of this Agreement, has volunteered to: (a) provide an interest-free loan to County to expedite the right-of-way acquisition of the Haverhill Road Section; and, (b) advance the construction of the Haverhill Road Improvement; and

WHEREAS, on February 20, 1990, the Palm Beach County Board of County Commissioners approved a "Precise Alignment" for Haverhill Road from Le Chalet Boulevard to Melaleuca Lane and the recordation of "Alignment Corridor Reservation Description and Sketch" and "Alignment Corridor Reservation Map" pursuant to the adoption of Resolution R-90-287; and

WHEREAS, County has previously entered into a contract with Metric Engineering, Inc. pertaining to the design of the Haverhill Road Section; and

WHEREAS, the City of Greenacres and the Palm Beach County School Board are desirous of having the construction of the Haverhill Road Improvement expedited to provide an additional means of ingress and egress to a proposed Elementary School scheduled to be under construction this calendar year; and

WHEREAS, Developer and County are desirous of entering into this Agreement to accelerate the design and right-of-way acquisition of the Haverhill Road Section and the construction of the Haverhill Road Improvement thereby establishing the Project's compliance with TPS.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, Developer and County hereby covenant and agree as follows:

SECTION 1. Recitals. The above recitations are true and correct and are incorporated herein and made a part hereof by this reference.

SECTION 2. Haverhill Road Construction Project.

- (A) County agreed upon a plan for the Haverhill Road Section in accordance with the following schedule as set forth in the Five Year Road Program adopted by the Board of County Commissioners on February 2, 1999:
- (1) Initiation of construction plans in fiscal year 1998/1999
 - (2) Right-of-way acquisition in fiscal year 2000/2001
 - (3) Construction in fiscal year 2001/2002
- (B) County amended the Five Year Road Program by allocating funding for the Haverhill Road Section thereby establishing a determination of "Proper Public Purpose" with regard to Haverhill Road from Lantana Road to Melaleuca Lane.
- (C) County shall use its best efforts to provide a unified and coordinated design program of all County and third-party developer roadway construction commitments relating to the Haverhill Road Section by facilitating the expedited design for the expanded intersection improvements at Lantana Road and Haverhill Road so as to ensure that the Haverhill Road Improvement is not held up by any other related roadway improvements.
- (D) County acknowledges that in order for the right-of-way acquisition of the Haverhill Road Section to be commenced and completed in a timely manner, it may be necessary for County, for those lands Developer is unable to control through private contract, to acquire through eminent domain certain road rights-of-way, construction easements, and roadway drainage areas, if needed, for such roadway improvements.
- (E) The County hereby acknowledges that Developer may enter into a separate agreement with Metric Engineering, Inc. to expedite the design, right-of-way map, and document preparation for the Haverhill Road Section. Developer shall be responsible for all costs and expenses associated with the separate agreement.
- (F) The County shall utilize its best efforts to expedite the authorization of required appraisals by utilizing the established list of appraisal firms approved for such purposes. In the event County has yet to enter into a contract with any of the established appraisal firms to prepare the required appraisals, Developer may expedite the preparation of the required appraisals by entering into a separate contract with any one of the approved appraisers from the County's list by executing a separate agreement with the chosen appraisal firm provided all costs and expenses associated with the separate agreement are paid by Developer and which shall not be reimbursed by County.
- (G) The Developer agrees, at a minimum, to begin construction on the Haverhill Road Improvement at Melaleuca Lane and to proceed in a southerly manner so as to provide required access to the proposed Elementary School. The Developer shall utilize its best efforts to complete the segment of construction required to provide access to the school in time for the opening of the school planned for August, 2000.

SECTION 3. Effective Date. This Agreement shall be effective upon execution by all parties (hereinafter "Effective Date").

SECTION 4. Project Development Order Requirements. In order to comply with Section 11.2, ULDC LOS standards, Paragraph E entitled "LOS for Road Facilities" and Section 15.1 ULDC entitled "Traffic Performance Standards", Developer shall be restricted to the following Project construction schedule:

- (A) No building permits shall be issued until construction commences on Haverhill Road from Melaleuca Lane to Lantana Road as a 2-lane roadway. No Certificates of Occupancy shall be issued until the construction has been completed whereby legal access is provided to the Property.
- (B) Building permits for no more than 58 single-family housing units (or the equivalent of 586 trips per day) shall be issued until construction commences on Lantana Road from Military Trail to Congress Avenue as a 6-lane cross section.
- (C) Building permits for no more than 282 single-family housing units (or the equivalent of 2,820 trips per day) shall be issued until the contract is let for the construction of Lantana Road from Jog Road to Military Trail as a 6-lane cross section.

SECTION 5. Developer's Responsibilities.

- (A) Developer shall provide to County, within thirty (30) days of written request by the County Engineer, an interest free loan in the amount of Three Million Nine Hundred and Ninety Thousand (3,990,000) dollars (representing the combined total dollars allocated in the proposed Five Year Plan for right-of-way acquisition and road construction) for County's use in purchasing Haverhill Road Section right-of-way, construction easements and roadway drainage areas. The interest free loan shall be in the form of an irrevocable Letter of Credit or other form of performance security (hereinafter "LOC") acceptable to the County Attorney. Any funds drawn under the LOC shall be considered an interest free loan to the County and may be drawn upon 30 days notice from County to Developer when required by the County Engineer. Prior to the expiration of the 30 day notice, Developer shall retain the right to pay to County all funds requested to be drawn from the LOC. Upon receipt of payment from Developer within the 30 day notice, County agrees not to draw upon the LOC. Repayment shall be in accordance with the provisions of Section 6(E) below.
- (B) Developer shall provide to County, within thirty (30) days of written request by the County Attorney, a second irrevocable LOC in a form acceptable to the County Attorney in the amount of Fifty Thousand (\$50,000.00) dollars. Developer shall recommend outside legal counsel from the County Attorney's Office eminent domain/condemnation short list which must be approved by the County. Within fifteen (15) working days of receipt of notice from the Developer, the County shall utilize its best efforts to enter into an Eminent Domain and Condemnation Legal Services Agreement (hereinafter Legal

Services Agreement) with the chosen outside counsel. County shall utilize the second LOC to pay for outside legal counsel retained by the County for the purpose of assisting County in handling any and all legal and litigation matters relating to right-of-way acquisition and eminent domain on behalf of the County necessary to acquire rights-of-way, construction easements and drainage areas for the Haverhill Road Section as further described in the Legal Services Agreement. Developer and County may, upon written agreement acceptable to both parties, amend the amount specified above. Following the approval by both parties of the revised amount, Developer shall, within thirty days following written notice from the County, provide additional funds (in the amount requested by Palm Beach County) in the form of an additional or amended LOC for County's use in paying outside legal counsel. County shall be authorized to draw against this LOC in any amount necessary to fund the actual cost of the outside legal counsel by giving thirty (30) days advance written notice from the County advising Developer of the County's intention to draw funds against the LOC. Prior to the expiration of the 30 day notice, Developer shall retain the right to pay to County all funds requested to be drawn from the LOC. Upon receipt of payment from Developer within the 30 day notice, County agrees not to draw upon the LOC. It is understood by Developer and County that in the event Developer does not authorize an amendment to any request from County for additional funds, as provided above, the right-of-way acquisition process shall from thence forth be handled by and through the Palm Beach County Attorney's Office. It is further understood by County and Developer that within fifteen (15) days of written notice from Developer to County requesting the termination of the outside counsel retained by County, County shall, only as permitted in the Legal Services Agreement, terminate the contract with the outside counsel. Developer agrees to pay for all costs and expenses of the outside legal counsel up to and including the end of business day of the effective date of termination by County. Notwithstanding the above termination or additional funding provision, no termination or failure to authorize additional funds shall occur after the case(s) is filed unless approved by the County Attorney's Office. Upon termination of the outside counsel contract, the Developer shall no longer continue to be responsible for all fees and costs associated with the County handling the process. The County reserves the right to determine the project schedule upon the termination of outside counsel contract. Developer herewith acknowledges that any funds **furnished** by Developer or drawn from the LOC established pursuant to this section shall not be reimbursed by County. County shall not be liable to Developer for any delays in obtaining the requested right-of-way, easements, or drainage areas.

- (C) Developer shall construct the Haverhill Road Improvement and shall be responsible for all costs and expenses associated with the construction. "The "estimated cost of construction" shall be established by the certified Engineers cost estimate for construction prepared by Developer (or Developer's authorized agent) with approval from the County Engineer. The terms "estimated cost of construction" and "actual cost of construction" shall include cost and expenses associated with building the road, County inspections, testing, filing fees, permit fees, and other ancillary costs and expenses but shall not include Developers administrative costs and expenses. In the event the "actual cost of construction"

exceeds the Projects estimated road impact fees, the County shall reimburse the Developer the difference between the estimated road impact fees and the approved "actual cost of construction" pursuant to the provisions of Section 6(D) below. In the event the "actual cost of construction" is less than the Projects estimated impact fees, the Developer shall nevertheless be required to pay impact fees in the required amount above the "actual cost of construction". In the event the "actual cost of construction" exceeds the "estimated cost of construction" the Developer shall not be entitled to a refund for the "actual cost of construction" above the "estimated cost of construction". Developer and County, upon mutual written consent by both parties with such consent not being unreasonably withheld, may adjust the "estimated cost of construction" to cover unforeseen events and circumstances. In the event the "estimated cost of construction" is amended, it is agreed that the provisions of Section 5(H) below may be utilized to cover the additional costs.

- (D) To insure the faithful performance of the construction of the Haverhill Road Improvement and to indemnify and hold harmless the County from any and all damages, either directly or indirectly arising out of the performance of this Agreement, the Developer shall be required to provide Palm Beach County, within the timeframe established by the Development Order approving the Project or, in the event a time extension is granted, within the timeframe established by Section 5.8 of the Unified Land Development Code, **an LOC** in the amount of 110% of the certified Engineer's costs estimate for the Haverhill Road Improvement, as approved by the County Engineer. The County shall be authorized to draw against the **LOC** in any amount necessary to finish the construction of the Haverhill Road Improvement or make payments to all persons identified in Florida Statute 713.01 should Developer default on the payment and/or performance of the project by giving thirty (30) days advanced written notice to Developer of the County's intention to draw funds against the **LOC**. Prior to the expiration of the 30 day notice, Developer shall retain the right to pay to County all funds requested to be drawn from the **LOC**. Upon receipt of payment from Developer within the 30 day notice, County agrees not to draw upon the **LOC**. Funds drawn from the **LOC** shall be repaid to Developer in accordance with the provisions of Section 6(E) below.
- (E) Developer hereby agrees to indemnify, defend and save County harmless against any and all claims, demands, actions, suits, proceedings, judgements, liabilities, losses and expenses of any kind or nature, including litigation costs and attorney's fees, whether for injury to person or damage to property including but not limited to wrongful death or impairment of any property interest arising out of or connected with the performance of this Agreement by Developer or the negligence, whether by act or omission of Developer, its agents, employees, contractor, licensees, and invitees, pertaining to the construction of the Haverhill Road Improvement unless claims, demands, actions, suits, proceedings, judgements, liabilities, losses and expenses of any kind or nature arose prior to County assuming responsibility for the construction of the Haverhill Road Improvement or is the result of or due to the County's negligence.

- (F) To ensure the faithful performance of the construction of the Haverhill Road Improvement and to indemnify and hold harmless the County from any and all damages, either directly or indirectly, arising out of any failure to perform same, the contractor will be required to execute and deliver a payment and performance bond satisfactory to the County equal to one hundred percent (100%) of the contract price ten (10) days prior to the commencement of construction. The bond shall be issued by a company authorized to do business in the State of Florida and having a current valid certificate of authority issued by the United States Department of Treasury under Sections **31 USC 9304-9308**. Such bond shall be made on forms acceptable to the County. The contractor shall verify at the time of execution of the construction contract acceptability of the surety provided thereunder. Such bond will not be accepted unless the surety is a surety company authorized by law to do business in the State of Florida and satisfactory to the County.
- (G) The County shall utilize its best efforts to issue the road construction permits to Developer within thirty (30) days from receipt of the construction plans. In no event, however, shall road construction permits be issued until all required right-of-way and permits necessary for the construction have been obtained. Notwithstanding the above requirement, the County shall process and review the construction permit application such that the permit is ready to be issued upon obtaining all required right-of-way and permits. The Haverhill Road Improvement shall be constructed by a licensed contractor approved by the County Engineer.
- (H) It is acknowledged by the County and Developer that other development projects in the vicinity of this Project may also be reliant upon the construction of the Haverhill Road Improvement. In order to promote the timely construction of the Haverhill Road Improvement, the County shall not prohibit another developer from entering into a separate public facilities agreement similar to this Agreement for the construction of the Haverhill Road Improvement, assuming the County's acceptance of the terms and conditions of said agreement. Nothing within this Agreement shall be construed so as to prohibit or require the combination of this Agreement with another public facilities agreement to accommodate the construction of the Haverhill Road Improvement through the advancement of funds in exchange for impact fee credits for building permits issued.

SECTION 6. County's Responsibilities.

- (A) County shall utilize its best efforts to review and approve all design submittals made by Metric Engineering, Inc. within three (3) weeks of submittal to County.
- (B) County agrees not to draw the entire amount of any LOC in one lump sum; rather, County shall only draw against any LOC in accordance with a schedule directly related to County's actual need for such funds but in no event shall County be liable for failure to use the funds within any specific time frame.

- (C) Developer shall have the right to review all transactions pertaining to the LOC deposits and disbursements referenced in this Agreement which County shall make available to Developer within a reasonable timeframe following written request by Developer.
- (D) Development of the Project shall require the payment of road impact fees. These estimated fees are subject to increase or decrease, depending upon the timing of the issuance of building permits for the Project, the type and sizing of the unit proposed and the fee schedule to establish such fees as determined by the Palm Beach County Board of County Commissioners. Developer shall receive a credit for the road impact fees in effect at the time of issuance of each building permit up to an amount equal to the estimated road impact fees established for purposes of Section 5(C) above or the "actual cost of construction", whichever is less.
- (E). The County, subject to the availability of funds from the Five Year Road Program funds, shall repay any funds drawn by the County pursuant to the LOC which Developer has provided in accordance with Section 5(A) which the Developer has funded pursuant to this Agreement in full during the fiscal year(s) the program is scheduled pursuant to the current approved Five Year Road Program. Repayment shall have priority over other current uncommitted programs. In the event the funds are not available in the first fiscal year of repayment as established below due to the Board of County Commissioner's re-allocating funds for health, safety and welfare purposes, the Board of County Commissioners shall thereafter, in each subsequent fiscal year Five Year Road Program budget, give ~~as~~ its priority the repayment of the loans provided by Developer until such time as Developer is repaid in full. The repayment schedule shall be as follows:
1. The total funds drawn from the LOC by the County, or paid to County by Developer pursuant to notice by County of their intent to draw funds from the LOC, provided pursuant to Sections 5(A), Right-of-Way acquisition, and 5(D), Developer default, plus, up to 100% of the appraised fair market value for any right-of-way acquired by Developer, and/or the amount paid by Developer above 100% of the appraised fair market value for any right-of-way acquired by Developer provided approval for such acquisition is first granted by the County, and subsequently dedicated to Palm Beach County (not inclusive of those lands within EXHIBIT "A" encompassing the right-of-way for Haverhill Road), **UP TO AN AMOUNT NOT TO EXCEED One Million One Hundred and Eighty Thousand Dollars (\$1,180,000)** for purchase of right-of-way, shall be repaid to Developer on or before October 30, 2000; and
 2. In the event the County draws funds from the LOC in excess of **One Million One Hundred and Eighty Thousand Dollars (\$1,180,000)** for purchase of right-of-way, those additional funds drawn shall be repaid on or before October 30, 2001; and
 3. In the event the "cost of construction" as approved by the County Engineer is more than the Projects estimated impact fees, the difference

between the projected road impact fees and the "cost of construction", shall be repaid on or before October 30, 2001; and

4. **On** or before November 15, 2001, County shall release all residual funds remaining in any LOC. The County agrees not to draw upon any LOC after repayment to Developer but prior to the release of any residual funds.
- (F) County agrees that all costs and expenses associated with the right-of-way acquisition above the LOC amount specified in Section 5(A) of this Agreement shall be the responsibility of the County.
- (G) County shall utilize the centerline of Haverhill Road as established on the "Alignment Corridor Reservation Description and Sketch", approved by the Board of County Commissioners on February 20, 1990 pursuant to the adoption of Resolution R-90-287, to finalize the design of Haverhill Road. The County shall be entitled to vary the centerline by no more than 10% from the "Alignment Corridor Reservation Description and Sketch", unless approved by the Board of County Commissioners.
- (H) The County agrees to contract with outside counsel upon recommendation of the Developer who shall select outside counsel from the County Attorney's Office Eminent Domain/Condemnation Short List. As specifically provided for in Section 5(B), outside counsel shall handle any and all legal and litigation matters relating to right-of-way acquisition and/or eminent domain on behalf of the County as further directed by the Eminent Domain and Condemnation Services Agreement with the County. All costs and expenses associated with the retention of outside counsel shall be at the expense of Developer. County shall not be liable to Developer for any delays in obtaining the requested road rights-of-way.

SECTION 7. Recording. It is understood by all parties that this Agreement may be recorded in the Official Public Records of Palm Beach County, Florida.

SECTION 8. Governing Law. This Agreement and the rights and obligations created hereunder shall be interpreted, construed and enforced under the laws of the State of Florida. In the event of any conflict between the provisions of this Agreement and the provisions of the ULDC, the provisions of the ULDC shall control. This Agreement shall not be construed against the party who drafted it as both parties have consulted with attorneys and experts of their own choosing. If any litigation should be brought in connection with this Agreement, then venue therefore shall be in Palm Beach County, Florida.

SECTION 9. Enforcement. In the event it becomes necessary for either party to institute or defend legal proceedings as a result of the failure of the other party to comply with the terms, covenants, or provisions of this Agreement, each party in such litigation shall bear its own costs and expenses incurred and extended in connection therewith, including, but not limited to attorney fees and court costs through all trial and appellate levels.

SECTION 10. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be unenforceable or invalid to any extent, the remainder of this Agreement and the application of such Agreement provision to other person; or

circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

SECTION 11. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No right, duties or obligations of the parties shall be created unless specifically set forth in this Agreement or shall be binding or valid unless made in writing and executed and approved by the parties or their successors and assigns.

SECTION 12. Binding Agreement. This Agreement shall inure to the benefit of and bind either party, their successors and assigns. This Agreement may be assigned, with the written consent of the County which such consent shall not be unreasonably withheld, to another party (with such consent being in written form) and all the terms and conditions set forth herein shall inure to the benefit of and shall bind the other party. However, notice of any assignment by either party shall be given to the other party at least 30 days prior to such assignment.

SECTION 13. Waiver. A party's failure to enforce any provision of this Agreement shall not be considered a waiver of the right to later enforce that or any other provision in this Agreement.

SECTION 14. Release. In the event Developer does not provide the required Letters of Credit specified in Sections 5(A), 5(B) and 5(C) and the timing is such that the County is ready to proceed with the acquisition of right-of-way and roadway construction without the assistance of the Developer as specified in this Agreement, County reserves the right to terminate this Agreement upon written notice to Developer.

SECTION 15. Notices. Any notice, instruction or other communication to be given to either party hereunder shall be in writing and shall be hand delivered, telecopied, sent by Federal Express or other comparable overnight service or by U.S. registered or certified mail, return receipt requested, postage prepaid to County and to Developer at their respective addresses set forth below:

As to County: Chairperson, Board of County Commissioners
of Palm Beach County, Governmental Center
301 North Olive Avenue
West Palm Beach, Florida 33401

With a copy to County's
Legal Representative: Palm Beach County Attorney's Office
c/o Marlene Everitt, Esquire
301 North Olive Avenue
West Palm Beach, Florida 33401

With a copy to County's Road
Project Representative: Office of the County Engineer
c/o Charlie Walker, P.E.
P.O. Box 21229
West Palm Beach, Florida 33416-1229

As to Developer: G.L. Homes of Florida II Corporation
c/o Lawrence R. Portnoy, Vice-president
1401 University Drive, Suite 200
Coral Gables, Florida 33071

With a copy to Developer's Legal Representative: Mr. Richard A. Arkin, Esquire
1401 University Drive, Suite 200
Coral Springs, FL 33071

SECTION 16. Independent Contractor. The Developer is and shall be in the performance of all work, services and activities under this Agreement independent of the County and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement on behalf of the Developer shall at all times and in all places be subject to the Developer's sole discretion and supervision and control. The Developer shall exercise control over the means and manner and its employees' performance of the work and in all respects the Developer's relationship and the relationship of its employees to the County shall be independent of the County and not as employees or agents of the County. The Developer does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida

DOROTHY H. WILKEN,
CLERK

BOARD OF COUNTY COMMISSIONERS

By: Joan Stawick
Deputy Clerk

Maudie Ford Lee
Chair

Marlene R. Smith
COUNTY ATTORNEY

G.L. HOMES OF FLORIDA II CORPORATION
By: Lawrence R. Portnoy, Vice President

Lawrence R. Portnoy

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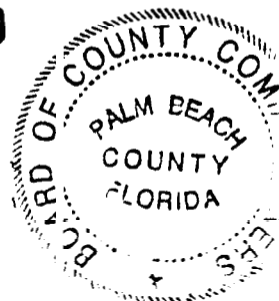


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: (102.2)

The North One-Half (N½) of the South One-Half (S½) of the Northeast One-Quarter (NE¼) of the Northeast One-Quarter (NE%) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

PARCEL 2: (103.0)

The South 1320 feet of the Southeast One-Quarter (SE¼) of the Northeast One-Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

PARCEL 3: (102.3)

South One-Half (S½) of the South One-Half (S½) of the Northeast One-Quarter (NE¼) of the Northeast One-Quarter (NE%) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, subject to a roadway easement over the East 15 feet thereof.

All lands located in the Southeast One-Quarter (SE¼) of the Northeast One-Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

LYING NORTH OF: The South 1320 feet of the Southeast One-Quarter (SE¼) of the Northeast One-Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

PARCEL 3: (1220)

The North 175 feet of the South 2093 feet of the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, LESS the East 974.6 feet thereof. Subject to an easement over the East 60 feet of said parcel. Subject to Lake Worth Drainage District Canal E-3 right-of-way, together with a non-exclusive easement for ingress and egress described as follows:

An easement for ingress and egress over and across property in the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The South 60 feet of the East 242 feet, the West 60 feet of the East 242 feet of the South 1978 feet, the North 60 feet of the South 1978 feet, of the West 792.6 feet of the East 971.6 feet, and the West 60 feet of the East 1034.6 feet of the North 525 feet of the South 2443 feet of the said West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

PARCEL 4: (1230)

The East **243.65** feet of the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida, LESS the South **1978** feet of the East **212** feet and the South **1918** feet of the West **31.65** feet of the East **243.65** feet of the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of said Section **35**. Subject to an easement over the West **31.65** feet of the East **243.65** feet of the South **1978** feet of said parcel. Subject to Lake Worth Drainage District Canal **L-14** Right-of Way, together with a non-exclusive easement for ingress and egress described on Deed recorded in Official Records Book **3740**, pages **1759** and **1760**, described as follows:

An easement for ingress and egress over and across property in the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida, described as follows: The South **60** feet of the East **242** feet, the West **60** feet of the East **242** feet of the South **1978** feet, the North **60** feet of the South **1978** feet of the West **792.6** feet of the East **974.6** feet, and the West **60** feet of the East **1034.6** feet of the North **525** feet of the South **2443** feet of the said West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida.

PARCEL 8: (1040)

The West **243.40** feet of the East **455.40** feet of the North **239.75** feet of the South **1678.25** feet of the West Half ($W\frac{1}{2}$) of The Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida. Subject to easement for ingress and egress over the North **30** feet and the East **30** feet of said parcel.

Together with a non-exclusive easement for ingress and egress over and across property in the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida, described as follows: The South **60** feet of the East **242** feet, the West **60** feet of the East **242** feet of the South **1978** feet, the North **60** feet of the South **1978** feet of the West **792.6** feet of the East **974.6** feet and the West **60** feet of the East **1034.6** feet of the North **525** feet of the South **2443** feet of the said West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida. Also, an easement for ingress and egress over and across the North **60** feet of the South **1708.25** feet of the West **853.60** feet of the East **1095.60** feet of the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of said Section **35**.

PARCEL 9: (1050)

The West **213.40** feet of the East **668.80** feet of the North **239.75** feet of the South **1678.25** feet of the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida. Subject to an easement for ingress and egress over the North **30** feet of said parcel.

Together with a non-exclusive easement for ingress and egress over and across property in the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida, described as follows: The South **60** feet of the East **242** feet, the West **60** feet of the East **242** feet of the South **1978** feet, the North **60** feet of the South **1978** feet of the West **792.6** feet of the East **974.6** feet, and the West **60** feet of the East **1034.6** feet of the North **525** feet of the South **2443** feet of the said West Half ($W\frac{1}{2}$) of the

Northeast Quarter (NE ¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida. Also, an easement for ingress and egress over and across the North 60 feet of the South 1708.25 feet of the West 853.60 feet of the East 1095.60 feet of the West Half (W ½) of the Northeast Quarter (NE ¼) of said Section 35.

PARCEL 10: (1060)

The West 213.40 feet of the East 882.20 feet of the North 239.75 feet of the South 1678.25 feet of the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida. Subject to an easement for ingress and egress over the North 30 feet of said parcel.

Together with a non-exclusive easement for ingress and egress over and across property in the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The South 60 feet of the East 242 feet, the West 60 feet of the East 242 feet of the South 1978 feet, the North 60 feet of the South 1978 feet of the West 792.6 feet of the East 974.6 feet, and the West 60 feet of the East 1034.6 feet of the North 525 feet of the South 2443 feet of the said West Half (W ½) of the Northeast Quarter (NE ¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida. **Also**, an easement for ingress and egress over and across the North 60 feet of the South 1708.25 feet of the West 853.60 feet of the East 1095.60 feet of the West Half (W ½) of the Northeast Quarter (NE ¼) of said Section 35.

PARCEL 16: (1160)

The West 123.65 feet of the East 487.31 feet of the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, LESS the South 2205 feet thereof. Subject to Lake Worth Drainage District L-14 right-of-way.

Together with a non-exclusive easement for ingress and egress as follows: An easement for ingress and egress over and across property in the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The South 60 feet of the East 242 feet, the West 60 feet of the East 242 feet of the South 1978 feet, the North 60 feet of the South 1978 feet of the West 792.6 feet of the East 974.6 feet and the West 60 feet of the East 1034.6 feet of the North 525 feet of the South 2443 feet of the said West Half (W ½) of the Northeast Quarter (NE ¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida. Together with an easement for egress and ingress over the West 30 feet of the East 487.30 feet of the North 287 feet of the South 2205 feet of the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

PARCEL 17: (1270)

The North 175 feet of the South 2268 feet of the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, LESS the East 974.6 feet thereof. Subject to an easement over the East 60 feet of said parcel. Subject to Lake Worth Drainage District Canal E-3 right-of-way. Together with a non-exclusive easement for ingress and egress described as follows:

An easement for ingress and egress over and **across** property in the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The South **60 feet** of

the East 242 feet, the West 60 feet of the East 242 feet of the South 1978 feet, the North 60 feet of the South 1978 feet of the West 792.6 feet of the East 974.6 feet and the West 60 feet of the East 1034.6 feet of the North 525 feet of the South 2443 feet of the said West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

PARCEL 18: (1010)

The West 243.65 feet of the East 730.95 feet of the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, **LESS** the South 1918 feet thereof. Subject to an easement over the South 60 feet of said parcel. Subject to Lake Worth Drainage District Canal L-14 right-of-way. Together with a non-exclusive easement for ingress and egress described as follows:

An easement for ingress and egress over and across property in the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The South 60 feet of the East 242 feet, the West 60 feet of the East 242 feet of the South 1978 feet, the North 60 feet of the South 1978 feet of the West 792.6 feet of the East 974.6 feet **and** the West 60 feet of the East 1034.6 feet of the North 525 feet of the South 2443 feet of the said West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

PARCEL 19: (1090)

The West 243.40 feet of the East 455.40 feet of the North 239.75 feet of the South 1918.00 feet of the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida. Subject to an easement for ingress and egress over the South 30 feet and the East 30 feet of said parcel.

Together with a non-exclusive easement for ingress and egress over and across property in the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The South 60 feet of the East 242 feet, the West 60 feet of the East 242 feet of the South 1978 feet, the North 60 feet, the South 1978 feet of the West 792.6 feet of the East 974.6 feet and the West 60 feet of the East 1034.6 feet of the North 525 feet of the South 2443 feet of the said West half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida: **Also**, an easement for ingress and egress over and across the North 60 feet of the South 1708.25 feet of the West 853.60 feet of the East 1095.60 feet of the West Half (W½) of the Northeast Quarter (NE¼) of said Section 35.

PARCEL 20: (1120)

The West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, **LESS** the East 974.6 feet thereof and **LESS** the South 2443 feet thereof. Subject to right-of-way for Lake Worth Drainage District Canals L-14 and E-3. Together with a non-exclusive easement for ingress and egress described as follows:

An easement for ingress and egress over and across property in the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The South 60 feet of the East 242 feet, the West 60 feet of the East 242 feet of the South 1978 feet, the North 60 feet of the South 1978 feet of the West 792.6 feet of the East 974.6 feet and the West 60 feet of the East 1034.6 feet of the North 525 feet of the

South 2443 feet of the said West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

PARCEL 21: (1250)

The North 175 feet of the South 2443 feet of the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, LESS the East 974.6 feet thereof. Subject to an easement over the East 60 feet of said Parcel. Subject to Lake Worth Drainage District Canal E-3 right-of-way. Together with a non-exclusive easement for ingress and egress described as follows:

An easement for ingress and egress over and across property in the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The South 60 feet of the East 242 feet, the West 60 feet of the East 242 feet of the South 1978 feet, the North 60 feet of the South 1978 feet of the West 792.6 feet of the East 974.6 feet and the West 60 feet of the East 1034.6 feet of the North 525 feet of the South 2443 feet of the said West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

PARCEL 22: (1260)

The West 243.65 feet of the East 974.6 feet of the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, LESS the South 1918 feet thereof. Subject to an easement over the South 60 feet of said parcel. Subject to Lake Worth Drainage District Canal L-14 right-of-way. Together with a non-exclusive easement for ingress and egress described as follows:

An easement for ingress and egress over and across property in the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The South 60 feet of the East 242 feet, the West 60 feet of the East 242 feet of the South 1978 feet, the North 60 feet of the South 1978 feet of the West 792.6 feet of the East 974.6 feet and the West 60 feet of the East 1034.6 feet of the North 525 feet of the South 2443 feet of the said West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

PARCEL 24: (1150)

The West 120 feet of the East 363.66 feet of the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, LESS the South 2209 feet thereof. Subject to Lake Worth Drainage District L-14 right-of-way. Together with an easement for ingress and egress over the North 30 feet of the West 123.65 feet of the East 487.31 feet of the South 2235 feet and over the West 30 feet of the East 487.30 feet of the North 287 feet of the South 2205 feet of the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida. Together with a non-exclusive easement for ingress and egress described as follows:

An easement for ingress and egress over and across property in the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The South 60 feet of the East 242 feet, the West 60 feet of the East 242 feet of the South 1978 feet, the North 60 feet of the South 1978 feet of the West 792.6 feet of the East 974.6 feet and the West 60 feet of the East 1034.6 feet of the North 525 feet of the

South **2443** feet of the said West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida.

PARCEL 25: (1170)

The West **243.65** feet of the East **487.30** feet of the North **287** feet of the South **2205** feet of the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**; Township **44** South, Range **42** East, Palm Beach County, Florida. Subject to an easement for ingress and egress over the West **30** feet and the South **60** feet of said parcel. Together with a non-exclusive easement for ingress and egress described as follows:

An easement for ingress and egress over and across property in the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida, described as follows: The South **60** feet of the East **242** feet, the West **60** feet of the East **242** feet of the South **1978** feet, the North **60** feet of the South **1978** feet of the West **792.6** feet of the East **974.6** feet and the West **60** feet of the East **1034.6** feet of the North **525** feet of the South **2443** feet of the said West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida.

PARCEL 26: (1140)

The North **239.75** feet of the South **1918.00** feet of the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida, LESS the East **1095.60** feet thereof.

Together with a non-exclusive easement for ingress and egress over and across property in the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida, described as follows: The South **60** feet of the East **242** feet, the West **60** feet of the East **242** feet of the South **1978** feet, the North **60** feet of the South **1978** feet of the West **792.6** feet of the East **974.6** feet and the West **60** feet of the East **1034.6** feet of the North **525** feet of the South **2443** feet of the said West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida. Also, an easement for ingress and egress over and across the North **60** feet of the South **1708.25** feet of the West **853.60** feet of the East **1095.60** feet of the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of said Section **35**.

PARCEL 27: (1021) and (1024)

The North One-Half ($N\frac{1}{2}$) of the Northeast One-Quarter ($NE\frac{1}{4}$) of the Northeast One-Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida.

PARCEL 28: (1100)

The West **213.40** feet of the East **882.20** feet of the North **239.75** feet of the South **1918.00** feet of the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida. Together with an easement for ingress and egress over the property described as follows:

An easement for ingress and egress over and across property in the West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section **35**, Township **44** South, Range **42** East, Palm Beach County, Florida, described as follows: The South **60** feet of the East **242** feet, the West **60** feet of the East **242** feet of the South **1978** feet,

the North 60 feet of the South 1978 feet of the West 792.6 feet of the East 974.6 feet and the West 60 feet of the East 1034.6 feet of the North 525 feet of the South 2443 feet of the said West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

PARCEL 29: (1130)

The West 213.4 feet of the East 668.8 feet of the North 239.75 feet of the South 1918.00 feet of the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida. Together with an easement for ingress and egress over the property described as follows:

An easement for ingress and egress over and across property in the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The South 60 feet of the East 242 feet, the West 60 feet of the East 242 feet of the South 1978 feet, the North 60 feet of the South 1978 feet of the West 792.6 feet of the East 974.6 feet and the West 60 feet of the East 1034.6 feet of the North 525 feet of the South 2443 feet of the said West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

PARCEL 30: (1110)

The West 213.40 feet of the East 1095.60 feet of the North 239.75 feet of the South 1918.00 feet of the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida. Subject to an easement for ingress and egress over the South 30 feet of said parcel.

Together with a non-exclusive easement for ingress and egress over and across property in the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The South 60 feet of the East 242 feet, the West 60 feet of the East 242 feet of the South 1978 feet, the North 60 feet of the South 1978 feet of the West 792.6 feet of the East 974.6 feet and the West 60 feet of the East 1034.6 feet of the North 535 feet of the South 2443 feet of the said West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida. **Also**, an easement for ingress and egress over and across the North 60 feet of the South 1708.25 feet of the West 853.60 feet of the East 1095.60 feet of the West Half (W½) of the Northeast Quarter (NE¼) of said Section 35.

PARCEL 31: (1080)

The North 239.75 feet of the South 1678.25 feet of the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, LESS the East 1095.60 feet thereof.

Together with a non-exclusive easement for ingress and egress over and across property in the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The South 60 feet of the East 242 feet, the West 60 feet of the East 242 feet of the South 1978 feet, the North 60 feet of the South 1978 feet of the West 792.6 feet of the East 974.6 feet and the West 60 feet of the East 1034.6 feet of the North 525 feet of the South 2443 feet of the said West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida. **Also**, an easement for ingress and egress over and across the North 60 feet of the South 1708.25 feet of the West 853.60 feet of the East

1095.60 feet of the West Half (W½) or the Northeast Quarter (NE¼) of said Section 35.

PARCEL 32: (1070)

The West 213.40 feet of the East 1095.60 feet of the North 239.75 feet of the South 1678.25 feet of the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida. Subject to an easement for ingress and egress over the North 30 feet of said parcel.

Together with a non-exclusive easement for ingress and egress over and across property in the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The South 60 feet of the East 242 feet, the West 60 feet of the East 242 feet of the South 1978 feet, the North 60 feet of the South 1978 feet of the West 792.6 feet of the East 974.6 feet and the West 60 feet of the East 1034.6 feet of the North 525 feet of the South 2443 feet of the said West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida. Also, an easement for ingress and egress over and across the North 60 feet of the South 1708.25 feet of the West 853.60 feet of the East 1095.60 feet of the West Half (W½) of the Northeast Quarter (NE¼) of said Section 35.

PARCEL 33: (1180)

The East 212 feet of the North 479.5 feet of the South 1978 feet of the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida. Subject to an easement over the West 30 feet of said parcel. Together with a non-exclusive easement for ingress and egress described as follows:

An easement for ingress and egress over and across property in the West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows: The South 60 feet of the East 242 feet, the West 60 feet of the East 242 feet of the South 1978 feet, the North 60 feet of the South 1978 feet of the West 792.6 feet of the East 974.6 feet and the West 60 feet of the East 1034.6 feet of the North 525 feet of the South 2443 feet of the said West Half (W½) of the Northeast Quarter (NE¼) of Section 35, Township 44 South, Range 42 East, Palm Beach County, Florida.

CONTAINING 120.00 ACRES MORE OR LESS.

END OF LEGAL DESCRIPTION