

OC
Wade

PREPARED BY AND RETURN TO:
K. Michelle Jessell, Esquire
Broad and Cassel
7777 Glades Road
Suite 300
Boca Raton, Florida 33434

02/24/2003 09:32:55 20030101407
OR BK 14830 PG 1637
Palm Beach County, Florida

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 13th day of February, 2003 by and between New Urban/RFC Developers, LLC, a Florida limited liability company ("Grantor") and Delray Estuary, LLC, a Florida limited liability company and Delray Estuary Homeowners Association, Inc., a Florida corporation not-for-profit (collectively, "Grantee").

BACKGROUND

Grantor is the owner of a certain parcel of land described in Exhibit "A", attached hereto and made a part hereof, located in Palm Beach County, Florida (the "Easement Property"). Grantee has requested and Grantor has agreed to grant a non-exclusive ingress, egress and access easement in and over the Easement Property in accordance with the terms set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. GRANT OF EASEMENT BY GRANTOR

Grantor hereby grants to Grantee a non-exclusive, perpetual easement for continuous and uninterrupted ingress and egress over, across and through the Easement Property and over any sidewalks and bicycle paths as are laid out and constructed by the Grantor upon the Property described on Exhibit "B", attached hereto and made part hereof, which Seller is planning to develop as a development known as Old Palm Grove ("Old Palm Grove"). In addition, Grantor hereby grants to Grantee a non-exclusive perpetual easement over, across, under, upon and through the Easement Property for the purpose of constructing, installing, maintaining and repairing utility or telecommunication facilities.

B. MAINTENANCE

Grantor shall operate, maintain, repair and replace the Easement Property in a good, safe, clean and orderly state of repair, condition and appearance. Grantor shall construct all improvements within the Easement Property, excluding any utility or telecommunication facilities, and shall have the perpetual maintenance obligation for same,

except those improvements related to the two entry areas to Grantee's project known as the Estuary and any utility or telecommunication facilities. In addition, Grantor shall operate, maintain, repair and replace the sidewalks and bicycle paths within Old Palm Grove. Grantee shall have the right to construct, at its sole cost and expense, any utility or telecommunication facilities within the Easement Property, and shall have the perpetual maintenance obligations for same. Grantee shall be responsible for any repairs to the Easement Property caused by Grantee's construction, installation, maintenance and repair of the utility or telecommunication facilities.

INDEMNIFICATION

Grantee hereby indemnifies and holds Grantor harmless from and against all liabilities and claims which arise from the action or inaction of Grantee, its agents and employees in, on and about the Easement Property. Grantor hereby indemnifies and holds Grantee harmless from and against all liabilities and claims which arise from the action or inaction of Grantor, its agents and employees in, on and about the Easement Property.

D. RIGHT TO CURE OBLIGATIONS

Should any party fail to timely perform any of its obligations hereunder and thereafter fail to perform such obligation within fifteen (15) days after receipt of any other party's written demand therefor, then the party giving such notice shall, in addition to any other remedy provided at law or in this Easement Agreement, have the right (but not the obligation) to perform such obligation on behalf of the defaulting party, and the defaulting party shall reimburse the curing party for the cost of performing such work within ten (10) days after receipt of billing thereof and proof of payment thereof. In the event the defaulting party does not reimburse the curing party within such ten (10) days, the curing party shall have the right to exercise any and all rights which such curing party shall have at law to collect the same.

E. GOVERNING LAW AND VENUE

This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation or administrative proceeding shall be exclusively in Palm Beach County, Florida.

F. COVENANTS RUNNING WITH THE LAND AND BINDING EFFECT

All of the covenants and agreements of the parties herein shall run with the land and shall be binding upon and inure to Grantor's and Grantee's respective successors and assigns and any and all other persons or entities having or hereafter acquiring any right, title, or interest in and to all or a portion of the properties described herein. All the benefits deriving therefrom shall accrue to the benefit of all persons or entities having or hereafter acquiring any right, title or interest in all or a portion of Grantee's project known as the Estuary together with their tenants, agents, employees, contractors, permittees, licensees, invitees, mortgagees, members and board members and other designees.

G. NOTICES

Notices to Grantee and Grantor shall be in writing and personally delivered or sent via certified mail, return receipt requested, or via recognized overnight courier service or via telecopy to:

If to Grantor:

New Urban/RFC Developers, LLC
398 N.E. 6th Avenue
Delray Beach, Florida 33483
Attention: Kevin Rickard
Facsimile: (561) 272-3951

If to Grantee:

Delray Estuary, L.C.
666 South Military Trail
Deerfield Beach, Florida 33442
Attention: George J. Coren, Manager
Facsimile: (954) 422-1883

Delray Estuary Homeowners Association, Inc.
666 South Military Trail
Deerfield Beach, Florida 33442
Attention: George J. Coren, Manager
Facsimile: (954) 422-1883

or to any other location designated in writing by Grantor or Grantee or their successors in interest. Notice shall be deemed given if forwarded by telecopy on the date sent provided the sender has received a confirmation of such transmittal and receipt. If forwarded by certified mail through the facilities of the United States Postal Office, notice shall be deemed given on the third day following the date that the notice requested is deposited in the facilities of the U.S. Postal Service. If notice is forwarded by express overnight courier, it shall be deemed given on the day following the date that the notice in question is deposited in the facilities of an express overnight courier.

H. ASSIGNMENT AND ASSUMPTION OF MAINTENANCE OBLIGATIONS

Grantor shall have the right to assign its maintenance obligations hereunder to Old Palm Grove Homeowner's Association, Inc., a Florida corporation not for profit (the "Association"), the homeowner's association which will govern Old Palm Grove, and the Association agrees to assume the maintenance obligations of Grantor hereunder. Grantor shall provide Grantee with prior written notice of its intention to assign its maintenance obligations.

I. COUNTERPARTS

Grantor and Grantee hereby agree that this Easement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Easement Agreement.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound, have caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

NEW URBAN/RFC DEVELOPERS, LLC, a
Florida limited liability company

By: 

Kevin E. Rickard
Manager

Print Name: 


Print Name: Gabrielle Miller

GRANTEE:

DELRAY ESTUARY, L.C., a Florida limited
liability company

By: 

Scott B. Porten
Managing Member

Print Name: 


Print Name: Jennifer R. Cappola

DELRAY ESTUARY HOMEOWNERS
ASSOCIATION, INC., a Florida corporation not-
for-profit

By: 

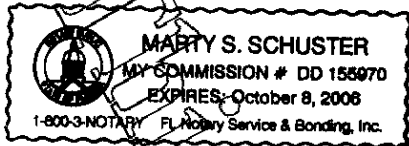
George J. Coren
President

Print Name: 


Print Name: Jennifer R. Cappola

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19 day of February, 2003, by Kevin E. Rickard, as Manager of New Urban/RFC Developers, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

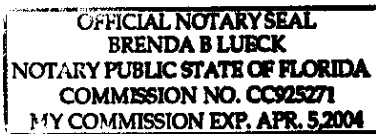


Marty S. Schuster
(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. _____
My commission expires: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13 day of February, 2003, by Scott B. Porten, as Managing Member of Delray Estuary, L.C., a Florida limited liability company. He is personally known to me or has produced _____ as identification.

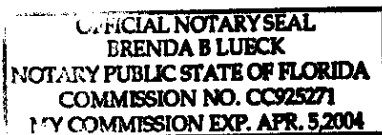


Brenda B. Lueck
(Signature of Notary Public)

Brenda B. Lueck
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. CC925271
My commission expires: 4/5/04

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13 day of February, 2003, by George J. Coren, as President of Delray Estuary Homeowners Association, Inc., a Florida corporation not-for-profit. He is personally known to me or has produced _____ as identification.



Brenda B. Lueck
(Signature of Notary Public)

Brenda B. Lueck
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. CC925271
My commission expires: 4/5/04

EXHIBIT "A"**Easement Property**

A portion of Royal Palm Boulevard lying West of the Northerly projection of the East line of Lot 11, Block B, according to the Plat of Plat No. 3, Royal Palm Gardens, as recorded in Plat Book 21, page 57, of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of Lot 11, Block B, of said plat; thence South 89°21'46" West (basis of bearings) along the South right-of-way of said Royal Palm Boulevard 553.75 feet to the East right-of-way of Federal Highway (State Road No. 5); thence North 7°49'18" East along said right-of-way of Federal Highway, 50.55 feet to the Southwest corner of Lot 3, Block A, of said plat and the North right-of-way of said Royal Palm Boulevard; thence North 89°21'46" East along the North right-of-way of said Royal Palm Boulevard 546.29 feet; thence due South 00°38'14" East 50.00 feet to the Point of Beginning. Said land situate, lying and being in Palm Beach County, Florida



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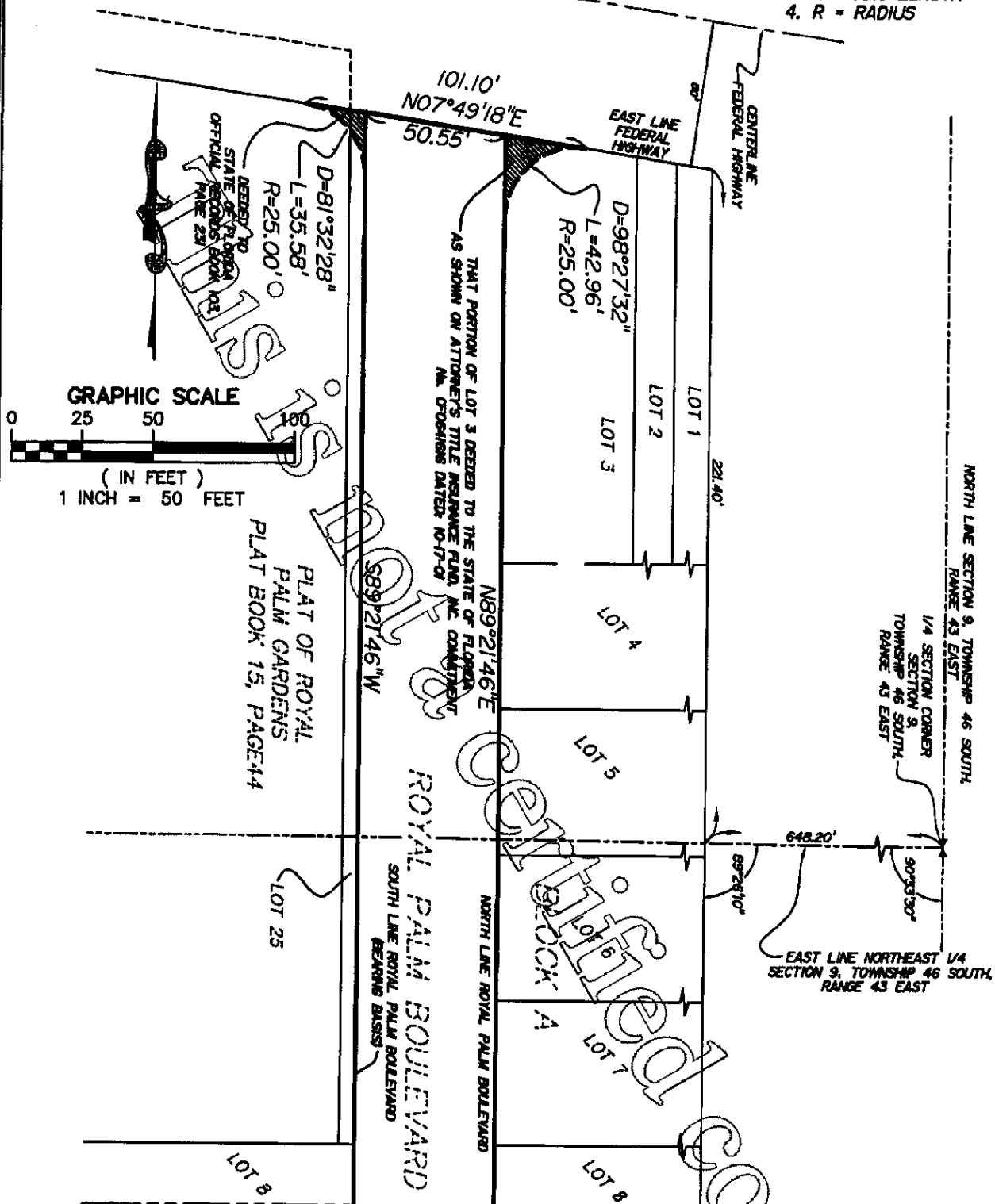
DRAWN BY: APZ **CHECKED BY:** WDO

1300 CORPORATE CENTER WAY, SUITE 201
WELLINGTON, FLORIDA 33414
(800) 786-8881 FAX (800) 786-8406
CERT. OF AUTHORIZATION L-8 8880



MILLER ELECTRIC
MFG. CO.

- ABBREVIATIONS: SHEET 2 OF 3
1. POB = POINT OF BEGINNING
 2. D = DELTA (CENTRAL ANGLE)
 3. L = ARC LENGTH
 4. R = RADIUS



REFER TO SHEET No. 3 OF 3 FOR CONTINUATION



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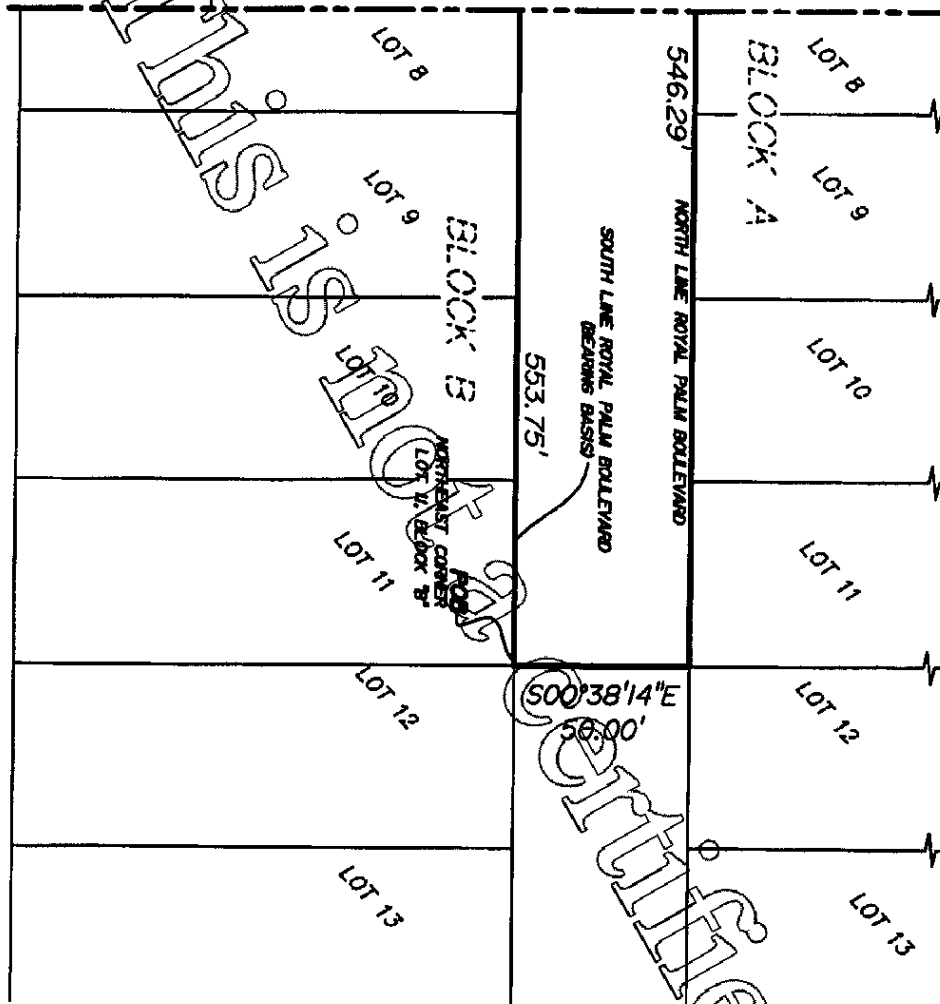
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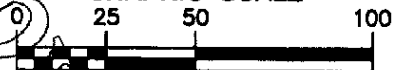
ABBREVIATIONS:

1. POB = POINT OF BEGINNING
2. D = DELTA (CENTRAL ANGLE)
3. L = ARC LENGTH
4. R = RADIUS

REFER TO SHEET No. 2 OF 3 FOR CONTINUATION



GRAPHIC SCALE



(IN FEET)

1 INCH = 50 FEET

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY



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EXHIBIT "B"
LEGAL DESCRIPTION
Page 1 of 2

PARCEL 1

Beginning at a point on the Western boundary of Block 3, of Royal Palm Gardens, on the Eastern boundary of the Right-of-Way of the Federal Highway at a point 137 feet North of the Southern boundary of said Block 3, Royal Palm Gardens, as measured along the Eastern boundary of said Federal Highway for a Point of Beginning; thence running in a Southerly direction along the Western boundary of said Block 3, a distance of 137 feet; thence East 145 feet; thence North to the point of intersection with a line extending East from the Point of Beginning and parallel to the Southern boundary of Block 3 of Royal Palm Gardens, thence West to the Point of Beginning.

Beginning at a point on the West boundary of Block three (3) of Royal Palm Gardens and on the East boundary of the Right-of-Way of the Federal Highway at a point 137 feet North of Southern boundary of Block Three (3) of Royal Palm Gardens, as measured along the East boundary of said highway; thence in a Southerly direction along the West boundary of Block three (3) and the East boundary of Federal Highway a distance of 137 feet; thence East 145 feet as a point of beginning; thence East on the Southern boundary of Block three (3); Royal Palm Gardens, a distance of 150 feet; thence North a distance of approximately 137 feet; thence West parallel to the Southern boundary of Block three (3), Royal Palm Gardens, and to the Northeast corner of lands now owned by E. J. Nitschke a distance of 150 feet; thence South to Point of Beginning; as per plat of Royal Palm Gardens, Plat Book 15, Page 44, Public Records of Palm Beach County, Florida.

Beginning at a point on the West boundary of Block three (3) of Royal Palm Gardens and on the East boundary of the Right-of-Way of the Federal Highway at a point 137 feet North of Southern boundary of Block Three (3) of Royal Palm Gardens, as measured along the East boundary of said highway; thence in a Southerly direction along the West boundary of Block three (3) and the East boundary of Federal Highway a distance of 137 feet; thence East 295 feet as a Point of Beginning; thence East on the Southern boundary of Block three (3), Royal Palm Gardens a distance of 100 feet; thence North a distance of approximately 137 feet; thence West parallel to the Southern boundary of Block three (3), Royal Palm Gardens, and to the Northeast corner of lands now owned by E. J. Nitschke, a distance of 100 feet; thence South to Point of Beginning; as per plat of Royal Palm Gardens, Plat Book 15, Page 44, Public Records of Palm Beach County, Florida.

LESS AND EXCEPT that property conveyed in Special Warranty Deed recorded in Official Records Book 103, page 231.

PARCEL 2

Lots 8, 9 and 25, Block B, Plat No. 3 Royal Palm Gardens, according to the map or plat thereof as recorded in Plat Book 21, Page 57, Public Records of Palm Beach County, Florida.

PARCEL 3

Lots 10 and 11, Block B, Plat No. 3 Royal Palm Gardens, according to the map or plat thereof as recorded in Plat Book 21, Page 57, Public Records of Palm Beach County, Florida.

EXHIBIT "B"
LEGAL DESCRIPTION
 Page 2 of 2

PARCEL 4

Lot 5, Eastview, according to the map or plat thereof as recorded in Plat Book 23, Page 44, Public Records of Palm Beach County, Florida.

PARCEL 5

That part of Lot One in Seemiller's Subdivision of part of Lots 36, 1, 2 and 3, of the Subdivision of Section 9, Township 46 South, Range 43 East, according to the amended Plat of said Seemiller's Subdivision on file in the office of the Clerk of the Circuit Court of Palm Beach County, Florida, in Plat Book 9, Page 72, described as follows:

From the Point of Intersection of the South line of said Lot One in Seemiller's Subdivision with the East Right-of-Way line of U.S. Highway 1, which Right-of-Way line is 50 feet easterly of, measured at right angles to the center line of said Highway as now laid out and in use, run East along the South line of said Lot One of Seemiller's Subdivision a distance of 484.15 feet for a Point of Beginning; thence from said Point of Beginning continue East along the South line of said Lot One of Seemiller's Subdivision a distance of 340.32 feet; thence run North on a line at right angles to said South line of said Lot One of Seemiller's Subdivision a distance of 239 feet; more or less, to the North line of said Lot One of Seemiller's Subdivision; thence run West along the North line of said Lot One of Seemiller's Subdivision a distance of 337.67 feet, thence run South on a line making an angle from East to South $90^{\circ} 34' 22''$ with the North line of said Lot One of Seemiller's Subdivision a distance of 238.89 feet to the Point of Beginning.

PARCEL 6

LOTS 1, 2, 3, 4, 5, Block A, ROYAL PALM GARDENS, PLAT NO. 3, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 21 at Page 57, LESS the following described property deeded to the State of Florida: from the southwest corner of LOT 3, Block A, Royal Palm Gardens, Plat No. 3, run easterly along the south line of said Lot 3 for a distance of 29.00 feet; thence run in a northwesterly direction along the arc of a curve concave to the northeast and having a radius of 25 feet for a distance of 42.97 feet to a point on the west line of said Lot 3; thence run southerly along the West line of said Lot 3 for a distance of 29.00 feet to the southwest corner of said Lot 3.

PARCEL 7

A portion of Royal Palm Boulevard lying West of the Northernly projection of the East line of Lot 11, Block B, according to the Plat of Plat No. 3, Royal Palm Gardens, as recorded in Plat Book 21, page 57, of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of Lot 11, Block B, of said plat, thence South $89^{\circ} 21' 46''$ West (basis of bearings) along the South right-of-way of said Royal Palm Boulevard 553.75 feet to the East right-of-way of Federal Highway (State Road No. 5); thence North $7^{\circ} 49' 18''$ East along said right-of-way of Federal Highway, 50.55 feet to the Southwest corner of Lot 3, Block A, of said plat and the North right-of-way of said Royal Palm Boulevard; thence North $89^{\circ} 21' 46''$ East along the North right-of-way of said Royal Palm Boulevard 546.29 feet; thence due South $00^{\circ} 38' 14''$ East 50.00 feet to the Point of Beginning. Said land situate, lying and being in Palm Beach County, Florida.



DRAWN BY: APZ CHECKED BY: WDO

(CONTINUED)

BEGINNING AT A POINT ON THE WEST BOUNDARY OF BLOCK (3) OF ROYAL PALM GARDENS AND ON THE EAST BOUNDARY OF THE RIGHT-OF-WAY OF THE FEDERAL HIGHWAY AT A POINT 137 FEET NORTH OF SOUTHERN BOUNDARY OF BLOCK THREE (3) OF ROYAL PALM GARDENS, AS MEASURED ALONG THE EAST BOUNDARY OF SAID HIGHWAY; THENCE IN A SOUTHERLY DIRECTION ALONG THE WEST BOUNDARY OF BLOCK THREE (3) AND THE EAST BOUNDARY OF FEDERAL HIGHWAY A DISTANCE OF 137 FEET; THENCE EAST 295 FEET AS A POINT OF BEGINNING; THENCE EAST ON THE SOUTHERN BOUNDARY OF BLOCK THREE (3), ROYAL PALM GARDENS A DISTANCE OF 100 FEET; THENCE NORTH A DISTANCE OF APPROXIMATELY 137 FEET; THENCE WEST PARALLEL TO THE SOUTHERN BOUNDARY OF BLOCK THREE (3), ROYAL PALM GARDENS, AND TO THE NORTHEAST CORNER OF LANDS NOW OWNED BY E.J. NITSCHKE, A DISTANCE OF 100 FEET; THENCE SOUTH TO POINT OF BEGINNING; AS PER PLAT OF ROYAL PALM GARDENS, PLAT BOOK 15, PAGE 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT THAT PROPERTY CONVEYED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 193, PAGE 231.

PARCEL 2:

LOTS 8, 9, AND 25, BLOCK B, PLAT NO.3 ROYAL PALM GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 57, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3:

LOTS 10 AND 11, BLOCK B, PLAT NO. 3 ROYAL PALM GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 57, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4:

LOT 5, EASTVIEW, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 5:

THAT PART OF LOT ONE IN SEEMILLER'S SUBDIVISION OF PART OF LOTS 36, 1, 2, AND 3, OF THE SUBDIVISION OF SECTION 9, TOWNSHIP 46 SOUTH, RANGE 43 EAST, ACCORDING TO THE AMENDED PLAT OF SAID SEEMILLER'S SUBDIVISION ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 9, PAGE 72, DESCRIBED AS FOLLOWS:

FROM THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID LOT ONE IN SEEMILLER'S SUBDIVISION WITH THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1, WHICH RIGHT-OF-WAY LINE IS 50 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID HIGHWAY AS NOW LAID OUT AND IN USE, RUN EAST ALONG THE SOUTH LINE OF SAID LOT ONE OF SEEMILLER'S SUBDIVISION A DISTANCE OF 484.15 FEET FOR A POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING CONTINUE EAST ALONG THE SOUTH LINE OF SAID LOT ONE OF SEEMILLER'S SUBDIVISION A DISTANCE OF 340.32 FEET; THENCE RUN NORTH ON A LINE AT RIGHT ANGLES TO SAID SOUTH LINE OF SAID LOT ONE OF SEEMILLER'S SUBDIVISION A DISTANCE OF 239 FEET; MORE OR LESS,



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CERT. OF AUTHORIZATION L.S. 6680

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FILE NO.
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(CONTINUED)

TO THE NORTH LINE OF SAID LOT ONE OF SEEMILLER'S SUBDIVISION; THENCE RUN WEST ALONG THE NORTH LINE OF SAID LOT ONE OF SEEMILLER'S SUBDIVISION A DISTANCE OF 337.67 FEET, THENCE RUN SOUTH ON A LINE MAKING AN ANGLE FROM EAST TO SOUTH 90 DEGREES 34' 22" WITH THE NORTH LINE OF SAID LOT ONE OF SEEMILLER'S SUBDIVISION A DISTANCE OF 238.89 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

LOTS 1, 2, 3, 4, 5, BLOCK A, ROYAL PALM GARDENS, PLAT NO.3, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 21, PAGE 57, LESS THE FOLLOWING DESCRIBED PROPERTY DEEDED TO THE STATE OF FLORIDA: FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK A, ROYAL PALM GARDENS, PLAT NO. 3, RUN EASTERLY ALONG THE SOUTH LINE OF SAID LOT 3 FOR A DISTANCE OF 29.00 FEET; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25 FEET FOR A DISTANCE OF 42.97 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE RUN SOUTHERLY ALONG THE WEST LINE OF SAID LOT 3 FOR A DISTANCE OF 29.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3.

PARCEL 7:

LEGAL DESCRIPTION:

A PORTION OF ROYAL PALM BOULEVARD LYING WEST OF THE NORTHERLY PROJECTION OF THE EAST LINE OF LOT 11, BLOCK B, ACCORDING TO THE PLAT OF "PLAT No. 3, ROYAL PALM GARDENS" AS RECORDED IN PLAT BOOK 21 AT PAGE 57 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 IN BLOCK "B" OF SAID PLAT; THENCE SOUTH 89°21'46" WEST (BASIS OF BEARINGS) ALONG THE SOUTH RIGHT OF WAY OF SAID ROYAL PALM BOULEVARD 553.75 FEET TO THE EAST RIGHT OF WAY OF FEDERAL HIGHWAY (STATE ROAD No. 5); THENCE NORTH 07°49'18" EAST ALONG SAID RIGHT OF WAY OF FEDERAL HIGHWAY, 50.55 FEET TO THE SOUTHWEST CORNER OF LOT 3 IN BLOCK "A" OF SAID PLAT



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(CONTINUED)

AND THE NORTH RIGHT OF WAY OF SAID ROYAL PALM BOULEVARD; THENCE NORTH $89^{\circ}21'46''$ EAST ALONG THE NORTH RIGHT OF WAY OF SAID ROYAL PALM BOULEVARD 546.29 FEET; THENCE DUE SOUTH $00^{\circ}38'14''$ EAST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.887 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

-THE BEARING BASE FOR THE BEARINGS SHOWN HEREON IS THE PLAT OF "ESTUARY II", RECORDED IN PLAT BOOK 93, PAGES 129 AND 130. PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITH THE SOUTH RIGHT-OF-WAY LINE OF ROYAL PALM BOULEVARD BEARING SOUTH $89^{\circ}21'46''$ WEST.

-SURVEY BASED ON ATTORNEYS' TITLE INSURANCE FUND, INC., COMMITMENT NO. CF0641616, DATED OCTOBER 17, 2001 AND COMMITMENT NO. CF-0700725, DATED NOVEMBER 21, 2001.

-MILLER LEGG & ASSOCIATES, INC HAS MADE NO SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS AND/OR RESTRICTIONS WHICH AFFECT THE SUBJECT PROPERTY. EASEMENTS AND RESTRICTIONS SHOWN HEREON ARE PER THE REFERENCED TITLE SEARCHES.

Not a Certified Copy



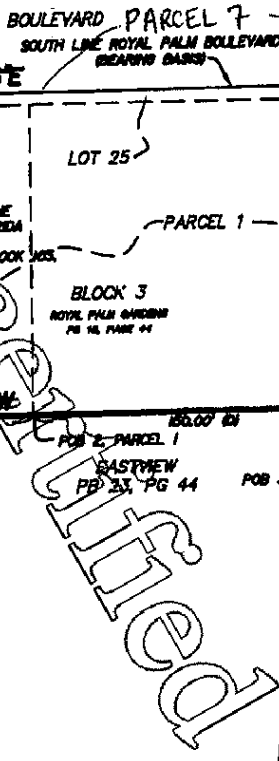
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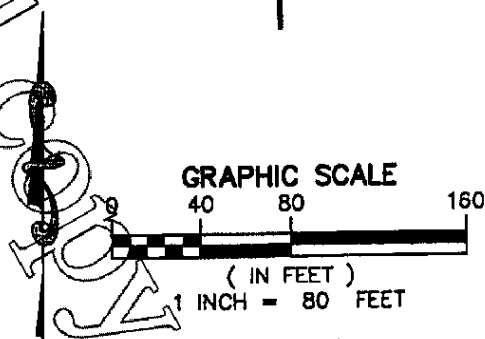
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REFER TO SHEET No. 6 OF 6 FOR CONTINUATION

1. P.B. = PLAT BOOK
2. PG. = PAGE
3. LB = LICENSED BUSINESS
4. (R) = RECORDED
5. (M) = MEASURED
6. (D) = DEED
7. (C) = CALCULATED
8. (P) = PLAT
9. POB = POINT OF BEGINNING



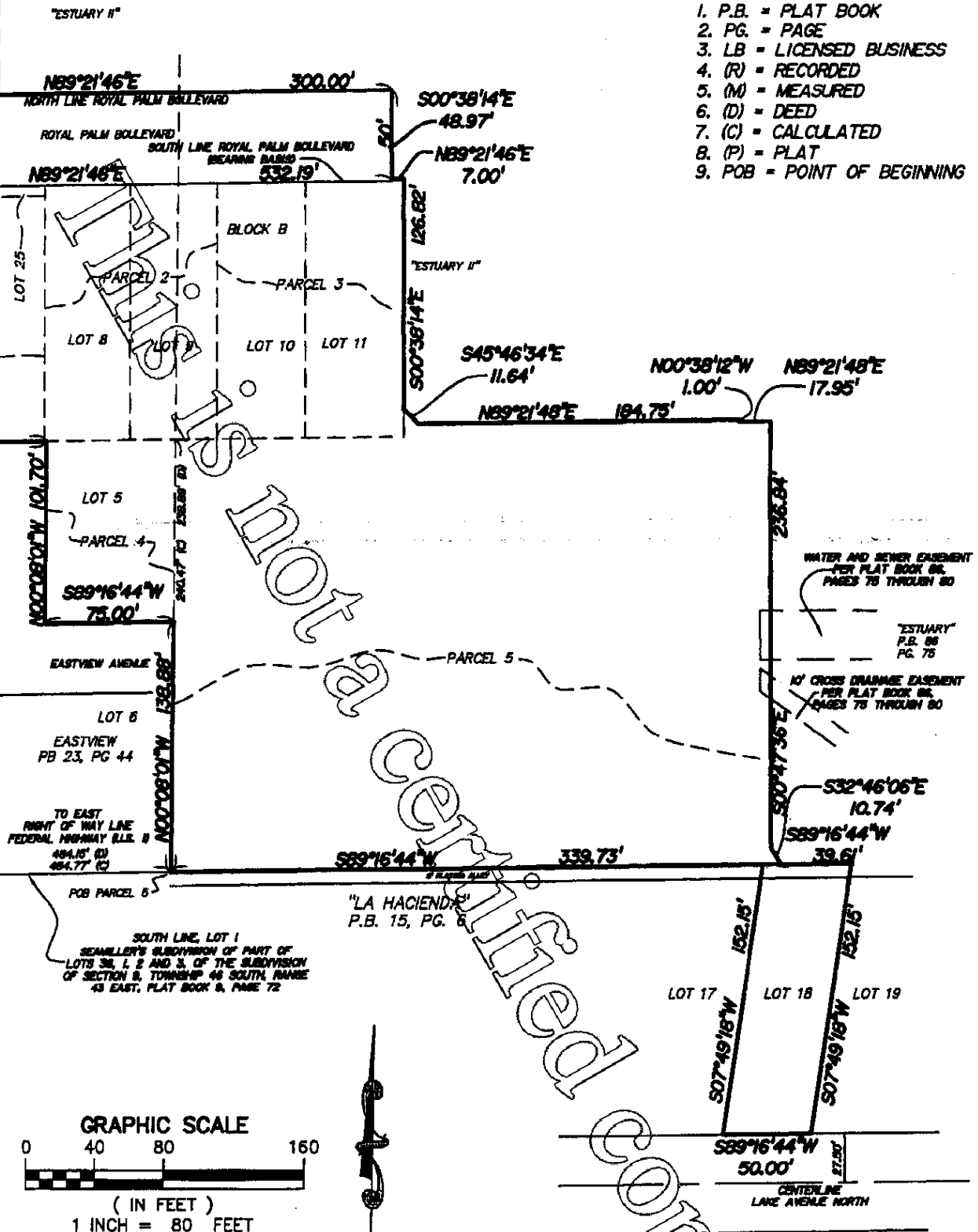
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