



# 247035

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2002 JUL 29 PM 2:35  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 681966 81758A

AUTHORIZATION :

*Patricia Pignatelli*

COST LIMIT : \$ 68.75

ORDER DATE : July 29, 2002

ORDER TIME : 11:09 AM

ORDER NO. : 681966-005

CUSTOMER NO: 81758A

CUSTOMER: Christine Scalamandre, L.a  
Divosta & Company  
4500 Pga Boulevard  
Suite 400  
Palm Bch Garden, FL 33418

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02 JUL 29 PM 12:54  
DIVISION OF STATE  
CORPORATIONS  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

WELLINGTON ACQUISITION I,  
LLC

INTO

DIVOSTA AND COMPANY, INC.

7000006731487--5

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX \_\_\_\_\_ CERTIFIED COPY

CONTACT PERSON: Ginger Simmons

EXAMINER'S INITIALS: \_\_\_\_\_

J. BRYAN JUL 29 2002

## ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with sections 607.1109 and 608.4382, Florida Statutes.

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**FIRST:** The exact name, street address of its principal office, jurisdiction, and entity type for the **merging** party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Wellington Acquisition I, LLC 4500 PGA Boulevard, Suite 400 Palm Beach Gardens, Fl 33418	Florida	Limited Liability Company

Florida Document/Registration Number: L01000003867 FEI Number: 65-1091700

**SECOND:** The exact name, street address of its principal office, jurisdiction, and entity type of the **surviving** party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
DiVosta and Company, Inc. 4500 PGA Boulevard, Suite 400 Palm Beach Gardens, Fl 33418	Florida	Corporation

Florida Document/Registration Number: 247035 FEI Number: 59-0920753

**THIRD:** The attached Merger Agreement and Plan of Merger meets the requirements of section 607.1108 and 608.438, Florida Statutes, and was approved by each domestic corporation and limited liability company, that is a party to the merger in accordance with Chapter 607 and 608, Florida Statutes.

**FOURTH:** The merger is permitted under the laws of Florida and is not prohibited by the articles of incorporation of the corporation or the articles of organization of the limited liability company that are parties to this merger.

**FIFTH:** The merger shall become effective as of the date the Articles of Merger are filed with Florida Department of State.

**SIXTH:** The Articles of Merger comply and were executed in accordance with the laws of Florida.

IN WITNESS WHEREOF the parties have signed these Articles of Merger this 26<sup>th</sup> day of July, 2002.

WELLINGTON ACQUISITION I, LLC  
BY: DiVosta and Company, Inc., its sole member

By: Charles H. Hathaway as Pres.  
Charles H. Hathaway, President

DIVOSTA AND COMPANY, INC.

By: Charles H. Hathaway as Pres.  
Charles H. Hathaway, President

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TALLAHASSEE, FLORIDA

## MERGER AGREEMENT AND PLAN OF MERGER

THIS MERGER AGREEMENT is made as of July 26, 2002, by and between DIVOSTA AND COMPANY, INC., a Florida corporation ("DiVosta") and WELLINGTON ACQUISITION I, LLC, a Florida limited liability company ("Wellington I") for the purpose of merging Wellington I into DiVosta with DiVosta being the surviving entity.

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### RECITALS

WHEREAS, DiVosta is a corporation organized and existing under the laws of the State of Florida, with its principal office at 4500 PGA Boulevard, Suite 400, Palm Beach Gardens, Florida 33418, and

WHEREAS, DiVosta has a capitalization of 500,000 authorized shares of \$1.00 par value common stock, and

WHEREAS, Wellington I is a limited liability company organized and existing under the laws of the State of Florida, with its principal office at 4500 PGA Boulevard, Suite 400, Palm Beach Gardens, Florida 33418, and

WHEREAS, Wellington I is capitalized with contributions made at the discretion of its members, and has been capitalized to date with that certain parcel of real property more fully described in Exhibit "A" attached hereto and made a part hereof, and

WHEREAS, the Boards of Directors of DiVosta and the Sole Member of Wellington I deem it desirable and in the best interests of their respective business entities and their respective shareholders or member that Wellington I be merged into DiVosta pursuant to the provisions of Sections 607.11018, et seq. of the Florida Business Corporation Act, and 608.438, et seq. Of the Florida Limited Liability Company Act in order that the transaction qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, "Code", and

WHEREAS, DiVosta has significant business purposes, including expansion of its business and the development of significant business opportunities, for entering into this Merger Agreement. Wellington I has significant business purposes, including expansion and creation of its businesses now formed, which Wellington I believes will result from this merger, thereby benefitting the business and economic profit of Wellington I as Wellington I continues after the merger as a part of the surviving corporation DiVosta. This merger affords significant business purpose and economic opportunity to the shareholders of DiVosta and the sole member of Wellington I, and affords a continuity of interest to the sole member of DiVosta as shareholders in the continuing corporation DiVosta, and

WHEREAS, both DiVosta and Wellington I intend that the foregoing reorganization, within the meaning of §368 (a)(1)(A) of the Code, comply with such sections and all applicable provisions

related thereto, including §354 and other pertinent sections of the Code; it is the intention of the parties to this Merger Agreement that such reorganization be an income tax free reorganization to the shareholders of DiVosta and to the sole member of Wellington I, all as permitted within §368 (a)(1)(A) of the Code; both DiVosta and Wellington I intend to take all steps necessary to cause the tax free character of the reorganization to be accomplished as a result of this Merger Agreement and its implementation,

NOW THEREFORE, for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. PLAN OF MERGER: Wellington I shall merge with and into DiVosta, which shall be the surviving corporation under the following listed provisions, covenants, terms and conditions:

A. Separate Existence of DiVosta: On the effective date of the merger, the separate existence of Wellington I shall cease, and DiVosta shall succeed to all of the rights, privileges, and immunities of Wellington I, and shall obtain all of the property, real, personal, and mixed, of Wellington I, including without limitation the real property more fully described in Exhibit A hereto, without the necessity for a separate transfer. DiVosta from and after the effective date of this merger shall be responsible and liable for all liabilities and obligations of Wellington I, and neither the rights of creditors nor any liens on the property of Wellington I, if any, shall be impaired by the merger.

B. Changes in Articles of Incorporation: The articles of incorporation of DiVosta shall continue to be its articles of incorporation following the effective date of the merger.

C. Changes in Bylaws: The bylaws of DiVosta shall continue to be its bylaws following the effective date of the merger.

D. Directors and Officers: The directors and officers of DiVosta on the effective date of the merger shall continue as the directors and officers of DiVosta for the full unexpired terms of their offices and until their successors have been elected or appointed and qualified. The names of directors and principal officers are:

- |     |            |   |  |
|-----|------------|---|--|
| i.  | Directors: | Roger A Cregg<br>Mark J. O'Brien  |  |
| ii. | Officers:  | Charles H. Hathaway<br>Harmon D. Smith<br><br>Connor Chambers<br>Richard E. Greene<br>Bruce E. Robinson | President<br>Vice President<br>Chief Financial Officer<br>Vice President<br>Vice President<br>Vice President |

Michael D. Rosen  
William E. Shannon

John R. Stoller

Glen T. Trotta  
William Knetge IV  
Christopher P. Schmitz  
Robert Sonberg  
Calvin R. Boyd  
Nancy H. Gawthrop  
Maureen E. Thomas  
Colette R. Zukoff

Treasurer  
Vice President  
Vice President  
Asst. Secretary  
Vice President  
Secretary  
Vice President  
Asst. Vice President  
Asst. Vice President  
Asst. Vice President  
Asst. Secretary  
Asst. Secretary  
Asst. Secretary  
Asst. Secretary

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TALLAHASSEE, FLORIDA

E. Prohibited Transactions: Neither of the parties hereto shall, prior to the effective date of the merger, engage in any activity or transaction other than in the ordinary course of business, except that the parties may take all action necessary or appropriate under the laws of the State of Florida to consummate this merger.

2. REPRESENTATIONS AND WARRANTIES OF WELLINGTON I:

A. Good Standing: Wellington I is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, with requisite power and authority to own property and to carry on its business as it is now conducted.

B. Tax Returns: All required federal, state, and local tax returns of Wellington I have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to periods covered by the returns have been paid. Wellington I has not been delinquent in the payment of any tax or assessment.

3. REPRESENTATIONS AND WARRANTIES OF DIVOSTA:

A. Good Standing: DiVosta is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and to carry on its business as it is now conducted.

B. Tax Returns: All required federal, state, and local tax returns of DiVosta have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to periods covered by the returns have been paid. DiVosta has not been delinquent in the payment of any tax or assessment.

C. Compliance with Registration Formalities: DiVosta will arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and related supervisory commissions to the end that this Merger Agreement and the Plan of Merger is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to be otherwise in accord with all anti-fraud restrictions in this area.

4. COVENANTS, ACTIONS AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE:

A. Business Activities Pending Completion of Merger: Pending consummation of the merger, each of the constituent entities will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts.

B. Submission to Shareholders: This Agreement shall be submitted separately to the shareholders/member of the constituent entities in the manner provided by the laws of the State of Florida.

C. Conditions to be Performed by DiVosta: Except as may be expressly waived in writing by Wellington I, all of the obligations of Wellington I under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by DiVosta:

i. The representations and warranties made by DiVosta to Wellington I in Article 3 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the effective date and shall then be true and correct in all material respects. If DiVosta shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the effective date, it shall report that discovery immediately to Wellington I and shall either correct the error, misstatement, or omission or obtain a written waiver from Wellington I.

ii. DiVosta shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the effective date.

iii. No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

D. Conditions to be Performed by Wellington I: Except as may be expressly waived in writing by DiVosta, all of the obligations of DiVosta under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by Wellington I:

i. The representations and warranties made by Wellington I to DiVosta in Article 2 of this Agreement and in any document delivered pursuant to his Agreement shall be deemed to have been made again on the effective date and shall then be true and correct. If Wellington I shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the effective date, it shall report that discovery immediately to DiVosta and shall either correct the error, misstatement, or omission or obtain a written waiver from DiVosta.

ii. Wellington I shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the effective date.

iii. No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this agreement.

5. TERMINATION: This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of state, notwithstanding the approval of the shareholders of either of the constituent corporations:

A. Consent: By mutual consent of the Board of Directors of DiVosta and the sole member of Wellington I.

B. Inadvisability: At the election of the Board of Directors of DiVosta and the sole member of Wellington I if:

i. Any legislation shall be enacted that, in the opinion of the Board of Directors of DiVosta or the sole member of Wellington I, renders the merger inadvisable or undesirable.

ii. Between the date of this Agreement and the effective date, there shall have been, in the opinion of the Board of Directors of DiVosta or the sole member of Wellington I, any materially adverse change in the business or condition, financial or otherwise, of either entity.

6. MISCELLANEOUS:

A. Further Documents: Wellington I agrees that from time to time, as and when requested by the DiVosta or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Wellington I further agrees to take or cause to be taken any further or other actions as DiVosta may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to DiVosta title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.



B. Notices: All notices, requests, demands, instructions, consents and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if and when (a) personally served, (b) sent by first class certified or registered mail, postage prepaid, return receipt requested, (c) transmitted by prepaid telegram, telex, or facsimile, or (d) sent by a nationally recognized express courier service, postage or delivery charges prepaid to the parties at the addresses set forth on Page 1 of this Agreement.

C. Integration: This Agreement contains the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

D. Florida Law: The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

Executed on behalf of the parties by their officers, pursuant to the authorization of their respective boards of directors or sole member on the date first above written.

Witnesses:

Christian Salamander  
Margaret Sinnett

DIVOSTA AND COMPANY, INC.  
a Florida corporation

By: Charles H. Hathaway, Jr.  
Charles H. Hathaway, President

WELLINGTON ACQUISITION I, LLC  
a Florida limited liability company

Christian Salamander  
Margaret Sinnett

By: Harmon D. Smith, Jr.  
Harmon D. Smith, Vice President

**Lawson, Noble & Webb, Inc.**

CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS

420 COLUMBIA DRIVE, WEST PALM BEACH, FLORIDA

(561) 684-6686 LB6674



EXHIBIT A

LEGAL DESCRIPTION: PARCEL PAGE 1 OF 7 PAGES ORB 12416 Pg 314

A PORTION OF TRACTS 49 THROUGH 52, 61 AND 64 AND ALL OF TRACTS 62 AND 63, BLOCK 16, AND ALL OF TRACT 3 AND A PORTION OF TRACTS 2, 4, 5, 12 AND 14 THROUGH 16, 19 THROUGH 22, 26 THROUGH 30, 36 THROUGH 38, BLOCK 20, TOGETHER WITH A PORTION OF THE PLATTED RIGHTS-OF-WAY LYING IN SAID BLOCKS 16 AND 20, PALM BEACH FARMS COMPANY PLAT NO. 3 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF FOREST HILL BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 5712, PAGE 1646 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND THE WEST RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT E-2-W CANAL AS DESCRIBED IN OFFICIAL RECORDS BOOK 319, PG. 275 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 00°38'58" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 824.11 FEET; THENCE SOUTH 89°21'02" WEST, A DISTANCE OF 175.00 FEET; THENCE NORTH 89°41'29" WEST, A DISTANCE OF 83.45 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 840.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°25'51", A DISTANCE OF 226.23 FEET, TO A POINT OF TANGENCY; THENCE NORTH 74°15'38" WEST, A DISTANCE OF 97.05 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 190.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 48°22'35" WEST; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 238°33'23", A DISTANCE OF 791.08 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 176.22 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 190.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 19°51'30" WEST; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 226°07'18", A DISTANCE OF 749.85 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 130.55 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 190.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 15°48'30" WEST; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 222°10'31", A DISTANCE OF 736.76 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 83°43'48" EAST, A DISTANCE OF 33.43 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2,082.73 FEET; THENCE EASTERLY, ALONG THE ARC OF

CONTINUED ON SHEET 2 OF 7

**CERTIFICATION:**

I HEREBY CERTIFY THAT THE DESCRIPTION AND ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILBUR F. DIVINE  
REGISTERED LAND SURVEYOR  
NO. 4190, STATE OF FLORIDA

DATE: 3-09-01

REVISED 3/22/01

DATE: 3-09-01

BY: JAF

EXHIBIT A

CHKD: WFD

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

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TNG NO: A564

SHEET 4 OF 7

Jan-30-2002 4:04PM

No.0015 P. 5/41

# Lawson, Noble & Webb, Inc.

CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS  
420 COLUMBIA DRIVE, WEST PALM BEACH, FLORIDA  
(561) 684-6686 LB6674

**LNW**  
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SECTION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

EXHIBIT A  
PAGE 2 OF 7

PAGES 12416  
ORB 12416

## CONTINUED FROM SHEET 1 OF 7

SAID CURVE THROUGH A CENTRAL ANGLE OF 09°05'46", A DISTANCE OF 330.64 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 89°21'02" EAST, A DISTANCE OF 282.59 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID LAKE WORTH DRAINAGE DISTRICT E-2-W CANAL; THENCE SOUTH 00°38'58" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 152.16 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3,629.72 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°35'47", A DISTANCE OF 101.12 FEET, TO A POINT OF INTERSECTION WITH A LINE RADIAL TO SAID CURVE; THENCE NORTH 89°03'12" WEST, A DISTANCE OF 175.83 FEET; THENCE NORTH 88°20'57" WEST, A DISTANCE OF 142.14 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,535.56 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°32'47", A DISTANCE OF 443.48 FEET, TO A POINT OF TANGENCY; THENCE NORTH 71°48'10" WEST, A DISTANCE OF 211.32 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 190.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 50°50'03" WEST; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 183°49'15", A DISTANCE OF 609.57 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 37°53'36" WEST, A DISTANCE OF 98.03 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 190.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 33°42'03" WEST; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 169°03'12", A DISTANCE OF 560.60 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 26°16'55" WEST, A DISTANCE OF 106.31 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 190.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 01°50'09" EAST; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 181°43'49", A DISTANCE OF 602.64 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,259.81 FEET THE RADIUS POINT OF SAID CURVE BEARS NORTH 28°48'23" EAST; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°17'45", A DISTANCE OF 129.99 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 57.75 FEET; THENCE SOUTH 26°16'55" WEST, A DISTANCE OF 126.34 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 190.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 28°06'57" WEST; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 178°19'43", A DISTANCE OF 591.36 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 34°48'50" WEST, A DISTANCE OF 100.37 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,760.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 15°44'03" WEST; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°25'24", A DISTANCE OF 197.31 FEET, TO A POINT OF TANGENCY; THENCE NORTH 80°41'21" WEST, A DISTANCE OF 41.16 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 190.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 41°56'51" WEST; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 152°38'10", A DISTANCE OF 506.18 FEET, TO A POINT OF INTERSECTION WITH A LINE RADIAL TO SAID CURVE; THENCE SOUTH 69°18'42" WEST, A DISTANCE OF 176.81 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 190.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 79°27'54" WEST; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 118°26'02", A DISTANCE OF 392.74 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 75°15'43" WEST, A DISTANCE OF 58.42 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 240.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'09", A DISTANCE OF

## CONTINUED ON SHEET 3 OF 7

JAN. 30. 2002 4:04PM

No. 0015 P. 6/41

# Lawson, Noble & Webb, Inc.

CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS  
420 COLUMBIA DRIVE, WEST PALM BEACH, FLORIDA  
(561) 684-6686 LB6674

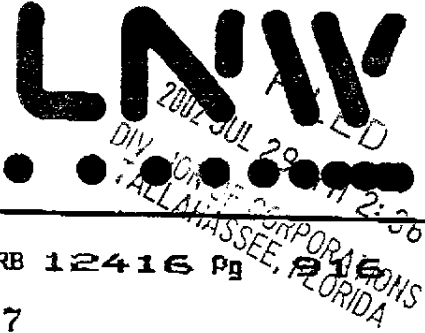


EXHIBIT A

PAGE 3 OF 7 PAGES

ORB 12416 Pg 916

CONTINUED FROM SHEET 2 OF 7

188.51 FEET, TO A POINT OF TANGENCY; THENCE NORTH 30°15'34" WEST, A DISTANCE OF 61.13 FEET, THENCE NORTH 25°40'00" WEST, A DISTANCE OF 25.00 FEET; TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 437.96 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 25°40'00" WEST; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°10'39", A DISTANCE OF 47.22 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 70°30'39" WEST, A DISTANCE OF 45.74 FEET, THENCE SOUTH 87°27'52" WEST, A DISTANCE OF 18.94 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 337.27 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 20°56'26" EAST; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°15'48", A DISTANCE OF 178.14 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 39°16'52" WEST, A DISTANCE OF 50.00 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 239.30 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°18'16", A DISTANCE OF 147.45 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 89°32'36" WEST, A DISTANCE OF 174.42 FEET; THENCE NORTH 33°06'41" WEST, A DISTANCE OF 141.55 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 80.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 01°00'55" WEST; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°23'50", A DISTANCE OF 74.77 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 48°18'58" WEST, A DISTANCE OF 88.32 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LYONS ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 5712, PAGE 1556 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 43°41'02" EAST, ALONG SAID EAST RIGHT-OF-WAY THROUGH THE FOLLOWING SIX DESCRIBED COURSES, A DISTANCE OF 689.32 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3,260.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°17'02", A DISTANCE OF 2,519.65 FEET, TO A POINT OF TANGENCY; THENCE NORTH 00°36'00" WEST, A DISTANCE OF 174.01 FEET; THENCE NORTH 01°41'26" EAST, A DISTANCE OF 400.32 FEET; THENCE NORTH 00°36'00" WEST, A DISTANCE OF 505.00 FEET; THENCE NORTH 44°23'42" EAST, A DISTANCE OF 70.72 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FOREST HILL BOULEVARD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD 882; THENCE NORTH 89°23'32" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE THROUGH THE REMAINING COURSES, A DISTANCE OF 500.08 FEET; THENCE NORTH 88°49'09" EAST, A DISTANCE OF 399.94 FEET; THENCE NORTH 89°23'32" EAST, A DISTANCE OF 613.04 FEET; THENCE SOUTH 00°38'28" EAST, A DISTANCE OF 63.00 FEET; THENCE SOUTH 87°18'23" EAST, A DISTANCE OF 677.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 150.975 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SUNSHINE STATE PARKWAY (FLORIDA'S TURNPIKE) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, CONTRACT NUMBER 3.3, SHEET 10 OF 13, WHICH BEARS SOUTH 00°38'58" EAST. ALL BEARINGS ARE RELATIVE THERETO.

Jan. 30, 2002 4:05PM

No. 0015 P. 7/41

# Lawson, Noble & Webb, Inc.

CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS  
420 COLUMBIA DRIVE, WEST PALM BEACH, FLORIDA  
(561) 684-6686 LB6674

# LNW

2002 JUL 11  
FILED  
PH 2-36  
DIVISION OF  
CORPORATIONS  
TALLAHASSEE, FLORIDA

SKETCH TO ACCOMPANY DESCRIPTION. THIS IS NOT A SURVEY.

ORB 12416 Pg 917

EXHIBIT A

PAGE 4 OF 7 PAGES

P.O.B.  
P.I. SOUTH R/W FOREST HILL BLVD. &  
WEST R/W FLORIDA TURNPIKE

FOREST HILL BLVD.

AS SHOWN ON R/W MAP FOR S.R. 882 (FOREST HILL BLVD.)  
(D.O.T. SECTION No. 93016)

N89°23'32"E 613.04'  
S87°18'23"E 677.23'

S00°36'28"E  
53.00'

SOUTH R/W LINE  
O.R.B. 5712, PG. 1646

30.0' LWDD E-2-W  
CANAL EASEMENT

LWDD E-2-W WEST  
RIGHT OF WAY LINE  
(PER ORB 319, PG 275)

## LEGEND:

- CL - CENTERLINE
- Δ - DELTA ANGLE
- L - ARC LENGTH
- R - RADIUS
- BLVD. - BOULEVARD
- O.R.B. - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- PGS. - PAGES
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- R/W - RIGHT-OF-WAY
- D.O.T. - DEPARTMENT OF  
TRANSPORTATION
- P.I. - POINT OF INTERSECTION

BLOCK 16

R=190.00'  
Δ=238°33'23"  
L=791.08'

N74°15'38"W  
97.05'

N89°41'29"W  
83.45'

(RADIAL)  
S48°22'35"W

R=840.00'  
Δ=15°25'51"  
L=226.23'

50' LWDD L+8  
CANAL EASEMENT

S00°00'00"W  
176.22'

S19°51'30"W  
(RADIAL)

R=190.00'  
Δ=226°07'18"  
L=749.85'

BLOCK 20

S00°00'00"W  
130.55'

S15°48'30"W  
(RADIAL)

R=190.00'  
Δ=222°10'31"  
L=736.76'

LWDD E-2-W CANAL  
SUNSHINE STATE PARKWAY  
(FLORIDA'S TURNPIKE)

WEST RIGHT OF WAY LINE  
OF FLORIDA'S TURNPIKE  
(PER DEED BOOK 1166, PG 2)



SCALE: 1" = 300'

MATCH LINE SHEET 5 OF 7

MATCH LINE SHEET 7 OF 7



Jan. 30, 2002 4:05PM

No. 0015 - P. 9/41

**Lawson, Noble & Webb, Inc.**

CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS  
420 COLUMBIA DRIVE, WEST PALM BEACH, FLORIDA  
(561) 684-6686 LB6674

**LNW**

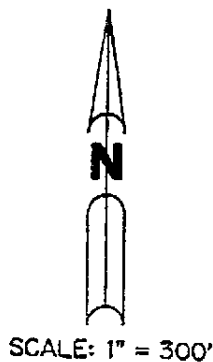
ORB 12416 Pg 919

MATCH LINE SHEET 7 OF 7

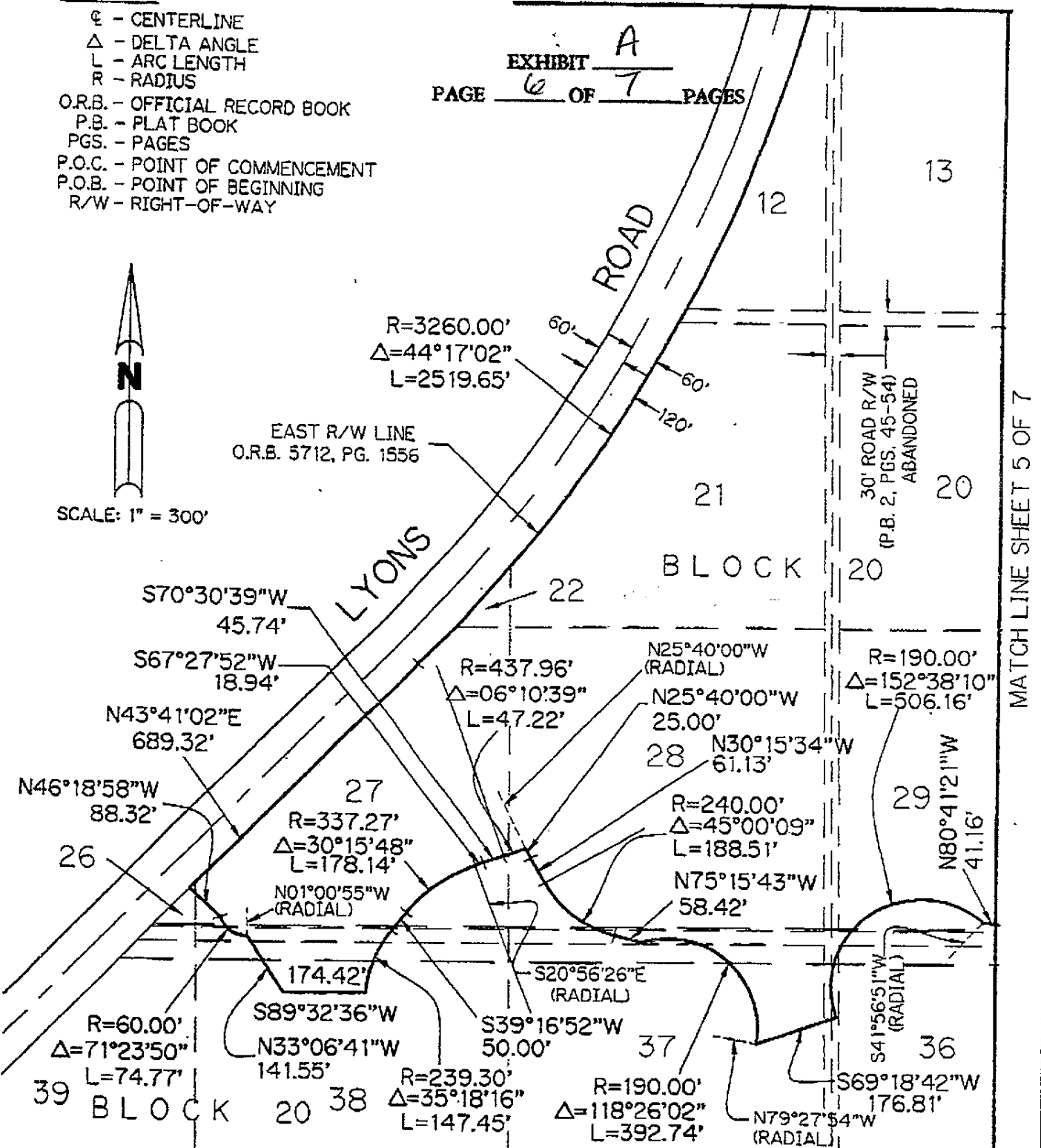
**LEGEND:**

- C - CENTERLINE  
 Δ - DELTA ANGLE  
 L - ARC LENGTH  
 R - RADIUS  
 O.R.B. - OFFICIAL RECORD BOOK  
 P.B. - PLAT BOOK  
 PGS. - PAGES  
 P.O.C. - POINT OF COMMENCEMENT  
 P.O.B. - POINT OF BEGINNING  
 R/W - RIGHT-OF-WAY

EXHIBIT A  
 PAGE 6 OF 7 PAGES



EAST R/W LINE  
O.R.B. 5712, PG. 1556



SKETCH TO ACCOMPANY DESCRIPTION. THIS IS NOT A SURVEY!

Jan. 30.. 2002 - 4:06PM

No. 0015 - P. 10/41

**Lawson, Noble & Webb, Inc.**

CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS

420 COLUMBIA DRIVE, WEST PALM BEACH, FLORIDA

(561) 684-5686 LB6674

**LNW**

SKETCH TO ACCOMPANY DESCRIPTION. THIS IS NOT A SURVEY!

EXHIBIT **A**

ORB 12416 Pg 32

PAGE **7** OF **7** PAGES**FOREST HILL BLVD.**AS SHOWN ON R/W MAP FOR S.R. 882 (FOREST HILL BLVD.)  
(D.O.T. SECTION No. 93016)

SCALE: 1" = 300'

N44°23'42"E  
70.72'N89°23'32"E  
500.08'N88°49'09"E  
399.94'

SOUTH R/W LINE

LYONS ROAD

N00°36'00"W  
505.00'

52

51

N01°41'26"E  
400.32'EAST R/W LINE  
O.R.B. 5712, PG. 1556N00°36'00"W  
174.01'

BLOCK 16

61

62

25' ROAD R/W  
(P.B. 2, PGS. 45-54)**LEGEND:**

- € - CENTERLINE
- Δ - DELTA ANGLE
- L - ARC LENGTH
- R - RADIUS
- BLVD. - BOULEVARD
- O.R.B. - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- PGS. - PAGES
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- R/W - RIGHT-OF-WAY
- D.O.T. - DEPARTMENT OF TRANSPORTATION

R=3260.00'  
Δ=44°17'02"  
L=2519.65'50' LWDD L-B  
CANAL EASEMENT

4

3

BLOCK 20

30' ROAD R/W  
(P.B. 2, PGS. 45-54)  
ABANDONED

MATCH LINE SHEET 4 OF 7

MATCH LINE SHEET 6 OF 7