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TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 943828 81758A

AUTHORIZATION : *Patricia Pignato*

COST LIMIT : \$ 68.75

ORDER DATE : February 25, 2003

ORDER TIME : 9:16 AM

ORDER NO. : 943828-005

CUSTOMER NO.: 81758A

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

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

WELLINGTON ACQUISITION II, LLC

INTO

DIVOSTA AND COMPANY, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Amanda Haddan

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
Merger Sheet

MERGING:

WELLINGTON ACQUISITION II, LLC, A FLORIDA LIMITED LIABILITY
COMPANY (L01000003868)

,

INTO

DIVOSTA AND COMPANY, INC., a Florida entity, 247035

File date: February 26, 2003

Corporate Specialist: Diane Cushing

Account number: 072100000032

Amount charged: 68.75

ARTICLES OF MERGER

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

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 II, LLC 4500 PGA Boulevard, Suite 400 Palm Beach Gardens, FL 33418	Florida	Limited Liability Company

Florida Document/Registration Number: L01000003868 FEI Number: 65-1091295

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.

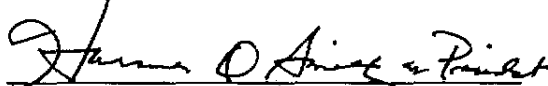
SIXTH: The Articles of Merger comply with and were executed in accordance with the laws of Florida.

IN WITNESS WHEREOF the parties have signed these Articles of Merger this 14th day of FEBRUARY, 2003.

WELLINGTON ACQUISITION II, LLC
By: DiVosta and Company, Inc., its sole member

DIVOSTA AND COMPANY, INC.

By: 
David A. Koon, Vice President

By: 
Harmon D. Smith, President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFIED COPY OF RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
DIVOSTA AND COMPANY, INC.

I, Nancy H. Gawthrop, hereby certify that I am a duly elected and acting Assistant Secretary of DiVosta and Company, Inc. ("DiVosta"), a corporation authorized and existing under the laws of the State of Florida; that attached is a true copy of the resolutions adopted by the Board of Directors of the Corporation at a special meeting duly called and held on February 13, 2003, in accordance with the provision of the Florida Statutes; and that such resolutions have not been rescinded or modified, and do not contravene any provisions of the Articles of Incorporation or Bylaws of said Corporation.

WHEREAS, on or about December 28, 2001, DiVosta and Company, Inc. (the "Corporation") purchased from Minto Communities, Inc. all of its rights, title and interest in and to Wellington Acquisition II, LLC, a Florida limited liability company ("Wellington II"), and

WHEREAS, the Corporation wishes to merge with Wellington II pursuant to the requirements of Florida law, with the Corporation as the surviving entity in the merger, and

WHEREAS, the shareholder of the Corporation and the Corporation as the sole member of Wellington II are in favor of the merger with the Corporation as the surviving entity, and

WHEREAS, the Board of Directors of the Corporation finds that it is in the best interests of the corporation to complete the merger of the Corporation with Wellington II, with the Corporation as the surviving entity.

NOW THEREFORE BE IT RESOLVED, that the form, terms, and provisions of the Merger Agreement and Plan of Merger as well as the Articles of Merger be and hereby are in all respects, approved and ratified, and

FURTHER RESOLVED, that Harmon D. Smith, William Shannon and David Koon, or any one of them, be and hereby are authorized and directed to execute and deliver in the name of and on behalf of the Corporation, all such documents and instruments necessary to effectuate the terms and provisions of the Merger Agreement and Plan of Merger as well as the Articles of Merger. The prior execution of any such documents and instruments are, and hereby is, in all respects, approved, ratified, and confirmed.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of DiVosta and Company, Inc. this 13th day of February, 2003.


Nancy H. Gawthrop, Assistant Secretary

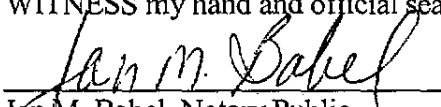
[Seal]

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CLERK OF THE
COURT
TALLAHASSEE, FLORIDA

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND).

On February 13, 2003, before me, Jan M. Babel, a Notary Public in and for said State, personally appeared Nancy H. Gawthrop, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Jan M. Babel, Notary Public
Wayne Co., Michigan acting in
Oakland Co., Michigan
My Commission Expires: 2/11/05

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**MINUTES OF ACTION OF
SOLE SHAREHOLDER OF
DIVOSTA AND COMPANY, INC.**

THE UNDERSIGNED being the sole shareholder of DiVosta and Company, Inc., a Florida corporation ("DiVosta") hereby takes the following action by this writing, effective on the below written date, pursuant to the provisions of Florida Law.

WHEREAS, there has been submitted to the Board of Directors of DiVosta, a Plan of Merger, a copy of which is attached hereto and marked Exhibit A, providing for the merger of Wellington Acquisition II, LLC, a Florida limited liability company ("Wellington") with DiVosta, and

WHEREAS, the Board of Directors of DiVosta has discussed and considered the Plan of Merger, and deems it to be in the best interests of DiVosta and its sole shareholder that Wellington be merged with DiVosta; it is therefore

RESOLVED, that the terms and conditions of the Plan of Merger attached hereto and the merger of DiVosta with Wellington pursuant to the terms and conditions of such Plan of Merger are hereby ratified and approved.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 13th day of February, 2003.

Pulte Diversified Companies, Inc.
a Michigan corporation

By: _____

Nancy H. Gawthrop, Asst. Secretary

PULTE DIVERSIFIED COMPANIES, INC.
Seal - Michigan

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CLERK OF DISTRICT COURT
FLORIDA

MERGER AGREEMENT AND PLAN OF MERGER

THIS MERGER AGREEMENT is made as of FEB. 14, 2003, by and between DIVOSTA AND COMPANY, INC., a Florida corporation ("DiVosta") whose address is 4500 PGA Boulevard, Suite 400, Palm Beach Gardens, FL 33418 and WELLINGTON ACQUISITION II, LLC, a Florida limited liability company whose address is 4500 PGA Boulevard, Suite 400, Palm Beach Gardens, FL 33418 ("Wellington II") for the purpose of merging Wellington II into DiVosta with DiVosta being the surviving entity.

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

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

WHEREAS, Wellington II 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 II 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 II deem it desirable and in the best interests of their respective business entities and their respective shareholders or member that Wellington II 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 II has significant business purposes, including expansion and creation of its businesses now formed, which Wellington II believes will result from this merger, thereby benefitting the business and economic profit of Wellington II as Wellington II 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 II, 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 II 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 II, all as permitted within §368 (a)(1)(A) of the Code; both DiVosta and Wellington II 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 II 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 II shall cease, and DiVosta shall succeed to all of the rights, privileges, and immunities of Wellington II, and shall obtain all of the property, real, personal, and mixed, of Wellington II, 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 II, and neither the rights of creditors nor any liens on the property of Wellington II, 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	
		Mark J. O'Brien	
ii.	Officers:	Harmon D. Smith	President
		David Koon	Vice President
			Chief Financial Officer
		Connor Chambers	Vice President
		Richard E. Greene	Vice President
		Bruce E. Robinson	Vice President
			Treasurer
		Michael D. Rosen	Vice President
		William E. Shannon	Vice President
			Asst. Secretary
		John R. Stoller	Vice President
			Secretary
		Glen T. Trotta	Vice President
		William Knetge IV	Asst. Vice President
		Christopher P. Schmitz	Asst. Vice President
		Calvin R. Boyd	Asst. Secretary
		Nancy H. Gawthrop	Asst. Secretary
		Maureen E. Thomas	Asst. Secretary
		Colette R. Zukoff	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 II:

A. Good Standing: Wellington II 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 II 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 II 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 II, all of the obligations of Wellington II 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 II 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 II and shall either correct the error, misstatement, or omission or obtain a written waiver from Wellington II.

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 II: 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 II:

i. The representations and warranties made by Wellington II 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 II 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 II 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.

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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 II.

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

i. Any legislation shall be enacted that, in the opinion of the Board of Directors of DiVosta or the sole member of Wellington II, 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 II, any materially adverse change in the business or condition, financial or otherwise, of either entity.

6. **MISCELLANEOUS:**

A. **Further Documents:** Wellington II 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 II 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:

Christine Scalomandre
Christine Scalomandre
Harmon D. Smith
HARMON D. SMITH

Christine Scalomandre
Christine Scalomandre
Harmon D. Smith
HARMON D. SMITH
Mergeragree.wellingtonII

DIVOSTA AND COMPANY, INC.
a Florida corporation

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

WELLINGTON ACQUISITION I, LLC
a Florida limited liability company

By: David A. Koon
David A. Koon, Vice President

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TALLAHASSEE, FLORIDA

Exhibit "A"

03 FEB 2 1950
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TALLAHASSEE, FLORIDA

LEGAL DESCRIPTION: PARCEL 2

A PORTION OF TRACTS 63 AND 64, BLOCK 16 AND TRACTS 1, 2, 15 AND 16, BLOCK 20, TOGETHER WITH A PORTION OF PLATTED RIGHTS-OF-WAY LYING BETWEEN 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:

COMMENCE 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 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 $00^{\circ}38'58''$ EAST, ALONG SAID WEST RIGHT-OF-WAY LINE THROUGH THE NEXT TWO DESCRIBED COURSES, A DISTANCE OF 824.11 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH $00^{\circ}38'58''$ EAST, A DISTANCE OF 1,276.30 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH $89^{\circ}21'02''$ WEST, A DISTANCE OF 282.59 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2,082.73 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH $02^{\circ}49'34''$ WEST; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ}05'46''$, A DISTANCE OF 330.64 FEET, TO A POINT OF TANGENCY; THENCE NORTH $83^{\circ}43'48''$ WEST, A DISTANCE OF 33.43 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 NORTH $26^{\circ}22'01''$ WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $222^{\circ}10'31''$, A DISTANCE OF 736.76 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH $00^{\circ}00'00''$ EAST, 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 NORTH $26^{\circ}15'48''$ WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $226^{\circ}07'18''$, A DISTANCE OF 749.85 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH $00^{\circ}00'00''$ EAST, 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 NORTH $10^{\circ}10'48''$ WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $238^{\circ}33'23''$, A DISTANCE OF 791.08 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH $74^{\circ}15'38''$ EAST, A DISTANCE OF 97.05 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 840.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $15^{\circ}25'51''$, A DISTANCE OF 226.23 FEET, TO A POINT OF TANGENCY; THENCE SOUTH $89^{\circ}41'29''$ EAST, A DISTANCE OF 83.45 FEET; THENCE NORTH $89^{\circ}21'02''$ EAST, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING. TOGETHER WITH: A PORTION OF TRACTS 14 THROUGH 17, 19, 20, 29, 30, 32 THROUGH 36 AND ALL OF TRACTS 18 AND 31, BLOCK 20, TOGETHER WITH A PORTION OF PLATTED RIGHTS-OF-WAY LYING BETWEEN 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: COMMENCE AT AFOREMENTIONED POINT "A"; THENCE SOUTH $00^{\circ}38'58''$ EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID LAKE WORTH DRAINAGE DISTRICT E-2-W CANAL THROUGH THE NEXT 4 COURSES, 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 $01^{\circ}35'47''$, A DISTANCE OF 101.12 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ}24'13''$, A DISTANCE OF 849.13 FEET, TO A

POINT OF TANGENCY; THENCE SOUTH 14°21'02" WEST, A DISTANCE OF 742.98 FEET TO A POINT ON THE CENTERLINE OF A 30 FOOT ROAD AS SHOWN ON SAID PLAT; THENCE SOUTH 89°24'00" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 667.56 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID TRACT 34; THENCE SOUTH 00°36'00" EAST, ALONG SAID NORTHERLY EXTENSION AND WEST LINE, A DISTANCE OF 109.84 FEET; THENCE SOUTH 89°24'00" WEST, A DISTANCE OF 235.52 FEET; THENCE SOUTH 84°14'53" WEST, A DISTANCE OF 83.45 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 640.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°44'57", A DISTANCE OF 276.45 FEET, TO A POINT OF TANGENCY; THENCE NORTH 71°00'10" WEST, A DISTANCE OF 105.91 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1760.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°15'48", A DISTANCE OF 100.24 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 34°48'50" EAST, A DISTANCE OF 100.37 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 NORTH 29°47'14" EAST; THENCE NORTHEASTERLY, 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 NORTH 26°16'55" EAST, A DISTANCE OF 126.34 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 57.75 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 25°30'37" EAST; THENCE NORTHWESTERLY, 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 CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 190.00 FEET THE RADIUS POINT OF SAID CURVE BEARS NORTH 03°33'57" WEST; THENCE NORTHERLY, 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 LINE; THENCE NORTH 26°16'55" EAST, A DISTANCE OF 106.31 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 NORTH 44°38'51" EAST; THENCE NORTHEASTERLY, 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 NORTH 37°53'36" EAST, 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 NORTH 47°00'48" EAST; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 183°49'15", A DISTANCE OF 609.57 FEET; THENCE SOUTH 71°48'10" EAST, A DISTANCE OF 211.32 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,535.56 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°32'47", A DISTANCE OF 443.46 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 88°20'57" EAST, A DISTANCE OF 142.14 FEET; THENCE SOUTH 89°03'12" EAST, A DISTANCE OF 175.83 FEET TO THE POINT OF BEGINNING.

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.