247035

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THE SURPORATIONS 03 SEP -8 FM 2: 52



ACCOUNT NO. : 072100000032

REFERENCE

81758A

AUTHORIZATION

COST LIMIT

ORDER DATE: September 8, 2003

ORDER TIME : 12:47 PM

ORDER NO. : 232884-010

CUSTOMER NO: 81758A

CUSTOMER: Christine Scalamandre, L.a

Divosta & Company 4500 Pga Boulevard

Suite 400

Palm Bch Garden, FL 33418

ARTICLES OF MERGER

WELLINGTON ACQUISITION IV, LLC

INTO

DIVOSTA AND COMPANY, INC.

PLEASE	RETURN	THE	FOLI	TOMING	AS	PROOF	GF	EIDING:	
<u>XX</u>	CERTIE PLAIN							•	
CONTACI	PERSON	J: 7	roy	Todd	EXA	MINER '	'S	INITIALS:	

ARTICLES OF MERGER

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

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

Name and Street Address	Jurisdiction	Entity Type
Wellington Acquisition IV, LLC 4500 PGA Boulevard, Suite 400 Palm Beach Gardens, FI 33418	Florida	Limited Liability Company
Florida Document/Registration Number: L01	1000003870 FEI Numbe	r: 65-1091299
SECOND: The exact name, s surviving party is as follows:	street address of its principal o	ffice, jurisdiction, and entity type of the
Name and Street Address	Jurisdiction	Entity Type
DiVosta and Company, Inc. 4500 PGA Boulevard, Suite 400 Palm Beach Gardens, Fl 33418	Florida	Corporation
Florida Document/Registration Number:	247035 FEI Numbe	r: <u>59-0920753</u>
607.1108 and 608.438, Florida Statutes, and company, that is a party to the merger in accompany. The merger is per incorporation of the corporation or the article	was approved by each domest ordance with Chapter 607 and mitted under the laws of Floric	608, Florida Statutes. da and is not prohibited by the articles of
merger. FIFTH: The merger shall Florida Department of State.	become effective as of the date	e the Articles of Merger are filed with
SIXTH: The Articles of M Florida.	lerger comply with and were e	xecuted in accordance with the laws of
IN WITNESS WHEREOF the parties have s	igned these Articles of Merger	this 29 th day of
WELLINGTON ACQUISITION IV, LLC By: DiVosta and Company, Inc., its sole mer		AND COMPANY, INC.
By: David A. Koon, Vice President	By: Ha	um Déprise en Promotor rmon D. Smith, President

Mergerarticles. wellington IV.rtf

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

I, Nancy H. Gawthop, 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 September 3, 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 August 29, 2003, DiVosta and Company, Inc. (the "Corporation") purchased from DiVosta Perpetuities Trust Holdings, Ltd. all of its rights, title and interest in and to Wellington Acquisition IV, LLC, a Florida limited liability company ("Wellington IV"), and

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

WHEREAS, the shareholder of the Corporation and the Corporation as the sole member of Wellington IV 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 IV, 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 3rd day of September, 2003.

Nancy H. Gawthrop, Assistant Secretary

[Seal]

STATE OF MICHIGAN) SS. COUNTY OF OAKLAND)

On September 3, 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

THE DESCRIPTIONS

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 IV, 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 3rd day of September, 2003.

Pulte Diversified Companies, Inc. a Michigan corporation

Nancy H. Gawthop, Asst. Secretary

PULTE DIVERSIFIED COMPANIES, INC. Seal – Michigan



MERGER AGREEMENT AND PLAN OF MERGER

THIS MERGER AGREEMENT is made as of Aug. 29, 2003, by and between DIVOSTA AND COMPANY, INC., a Florida corporation ("DiVosta") whose address is 4500 PGA Boulevard, Suite 400, Palm Beach Gardens, F1 33418 and WELLINGTON ACQUISITION IV, LLC, a Florida limited liability company whose address is 4500 PGA Boulevard, Suite 400, Palm Beach Gardens, F1 33418 ("Wellington IV") for the courses of merging Wellington IV into DiVosta with DiVosta being the surviving entity.

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 IV 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 IV 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 IV deem it desirable and in the best interests of their respective business entities and their respective shareholders or member that Wellington IV 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 IV has significant business purposes, including expansion and creation of its businesses now formed, which Wellington IV believes will result from this merger, thereby benefiting the business and economic profit of Wellington IV as Wellington IV 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 IV, 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 IV 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 IV, all as permitted within §368 (a)(1)(A) of the Code; both DiVosta and Wellington IV 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:

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

DiVosta from and after the effective date of this merger shall be responsible and liable for all liabilities and obligations of Wellington IV, and neither the rights of creditors nor any liens on the property of Wellington IV, if

any, shall be impaired by the merger.

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.

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

Directors and Officers: The directors and officers of DiVosta on the effective date of D. 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

> i. Richard J. Dugas, Jr. Directors: Roger A Cregg

President IV. Officers: Harmon D. Smith Vice President David Koon

> Chief Financial Officer Connor Chambers Vice President Richard E. Greene Vice President Bruce E. Robinson Vice President

Treasurer Vice President Michael D. Rosen William E. Shannon Vice President

Asst. Secretary Vice President John R. Stoller

Secretary Vice President Glen T. Trotta Christopher P. Schmitz Asst. Vice President Calvin R. Boyd Asst. Secretary Asst. Secretary Nancy H. Gawthrop

Maureen E. Thomas Asst. Secretary Colette R. Zukoff Asst. Secretary

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 IV:

Good Standing: Wellington IV 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.

Tax Returns: All required federal, state, and local tax returns of Wellington IV have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with

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respect to periods covered by the returns have been paid. Wellington IV has not been delinquent in the payment of any tax or assessment.

3. REPRESENTATIONS AND WARRANTIES OF DIVOSTA:

- A. <u>Good Standing</u>: 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. <u>Tax Returns</u>: 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. <u>Compliance with Registration Formalities</u>: 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. <u>COVENANTS, ACTIONS AND OBLIGATIONS PRIOR TO THE</u> <u>EFFECTIVE DATE</u>:

- A. <u>Business Activities Pending Completion of Merger</u>: 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. <u>Submission to Shareholders</u>: 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. <u>Conditions to be Performed by DiVosta</u>: Except as may be expressly waived in writing by Wellington IV, all of the obligations of Wellington IV 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 IV 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 IV and shall either correct the error, misstatement, or omission or obtain a written waiver from Wellington IV.
- IV. 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.
- IVi. 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. <u>Conditions to be Performed by Wellington IV</u>: 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 IV:

- i. The representations and warranties made by Wellington IV 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 IV 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.
- IV. Wellington IV 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.
- IVi. 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. <u>TERMINATION</u>: 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. <u>Consent</u>: By mutual consent of the Board of Directors of DiVosta and the sole member of Wellington IV.
- B. <u>Inadvisability</u>: At the election of the Board of Directors of DiVosta and the sole member of Wellington IV if:
- i. Any legislation shall be enacted that, in the opinion of the Board of Directors of DiVosta or the sole member of Wellington IV, renders the merger inadvisable or undesirable.
- IV. 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 IV, any materially adverse change in the business or condition, financial or otherwise, of either entity.

6. MISCELLANEOUS:

- A. <u>Further Documents:</u> Wellington IV 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 IV 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. <u>Integration</u>: 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. <u>Florida Law</u>: 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.

By:

Witnesses:

Willia E. She

WILLIAM E. SHAWYON

Mergeragree.wellingtionIV..rtf

WILLIAM E. SHANNON

DIVOSTA AND COMPANY, INC. a Florida corporation

Harmon D. Smith, President

WELLINGTON ACQUISITION I, LLC a Florida limited liability company

David A. Koon, Vice President

MISSER -8 M 8: 40 MISSER TONES

EXHIBIT A

Mar-28-01 01:31pm From-

889-T P.32/58 F-450

Lamavii, Mudic & Madhi, iiic. CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS 420 COLUMBIA DRIVE, WEST PALM BEACH, FLORIDA

(561) 684-6686

LB6674

LEGAL DESCRIPTION: PARCEL 4

ALL OF TRACTS 46, 51, 62 AND PORTIONS OF TRACTS 29, 34, 35, 36, 45, 47, 52, 60 61 AND 63. BLOCK 20. TOGETHER WITH A PORTION OF THE PLATTED ROAD RIGHT-OF-WAS LYING IN SAID BLOCK 20, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF ON FILE IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT 57, BLOCK 20, THE PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89"24'00" EAST ALONG THE SOUTH LINE OF TRACTS 57 THROUGH 61, SAID BLOCK 20, A DISTANCE OF 2.849.49 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL: THENCE NORTH 00"36'04" WEST, A DISTANCE OF 383.86 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 00"36"04" WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 179"48"03", A DISTANCE OF 596.24 FEET, TO A POINT OF INTERSECTION WITH A LINE RADIAL TO SAID CURVE; THENCE NORTH 00°48'01" WEST, A DISTANCE OF 147.39 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 00°48'01" WEST: THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 179"47'30", A DISTANCE OF 596.21 FEET, TO A POINT OF INTERSECTION WITH A LINE RADIAL TO SAID CURVE; THENCE NORTH 01°00'31" WEST, A DISTANCE OF 136.81 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 01"00"31" WEST: THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 180°34'04", A DISTANCE OF 598.79 FEET. TO A POINT OF INTERSECTION WITH A LINE RADIAL TO SAID CURVE; THENCE NORTH 00°26'26" WEST, A DISTANCE OF 104.08 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 190.00 FEET, THE

CONTINUED ON SHEET 2 OF 6

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 EXHIBIT, CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

6 OF PAGE . .PAGES

WILBUR F. DIVINE PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 4190

3-09-01 DATE:

REVISED 3/22/01

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

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACT FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECO: Mar-26-01 01:32pm From-

Lawsuii, Rubie & Webb, IIIC.

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



THE SECTION OF THE PARTY OF THE

CONTINUED FROM SHEET 1 OF 6

RADIUS POINT OF SAID CURVE BEARS NORTH 00°26'26" WEST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 179°34'14", A DISTANCE OF 595.48 FEET, TO A POINT OF INTERSECTION WITH A LINE RADIAL TO SAID CURVE; THENCE NORTH 00°52'12" WEST, A DISTANCE OF 98.39 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 00°52'12" WEST; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 222'49'03", A DISTANCE OF 738.89 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 80'41'21" EAST, A DISTANCE OF 41.16 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,760.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09"41'12", A DISTANCE OF 297.55 FEET. TO A POINT OF TANGENCY; THENCE SOUTH 71"00'10" EAST, A DISTANCE OF 105.91 FEET; TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 640.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°44'57" , A DISTANCE OF 278.45 FEET, TO A POINT OF TANGENCY: THENCE NORTH 84"14"53" EAST, A DISTANCE OF 83.45 FEET; THENCE NORTH 89°24'00° EAST, A DISTANCE OF 235.52 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 35: THENCE SOUTH 00°36'00" EAST, ALONG THE EAST LINE OF SAID TRACT 35, A DISTANCE OF 243.36 FEET: THENCE NORTH 89°24'00" EAST, ALONG A LINE 338.20 FEET SOUTH OF (AT RIGHT ANGLES) AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 34, A DISTANCE OF 573.24 FEET; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT E-2-W CANAL, AS DESCRIBED IN OFFICIAL RECORD BOOK 319, PAGE 275 OF THE PUBLIC RECORDS OF PAIN BEACH COUNTY, FLORIDA, THROUGH THE FOLLOWING TWO COURSES. SOUTH 14°21'02" WEST, A DISTANCE OF 365.06 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 4,009.72 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°34'37", A DISTANCE OF 1.999.89 FEET: THENCE SOUTH 89°24'00" WEST, ALONG THE SOUTH LINE OF SAID TRACTS 61 THROUGH 63, A DISTANCE OF 1,596.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 97.284 ACRES, MORE OR LESS.

PAGE 2 OF 6 PAGES

EXHIBIT A

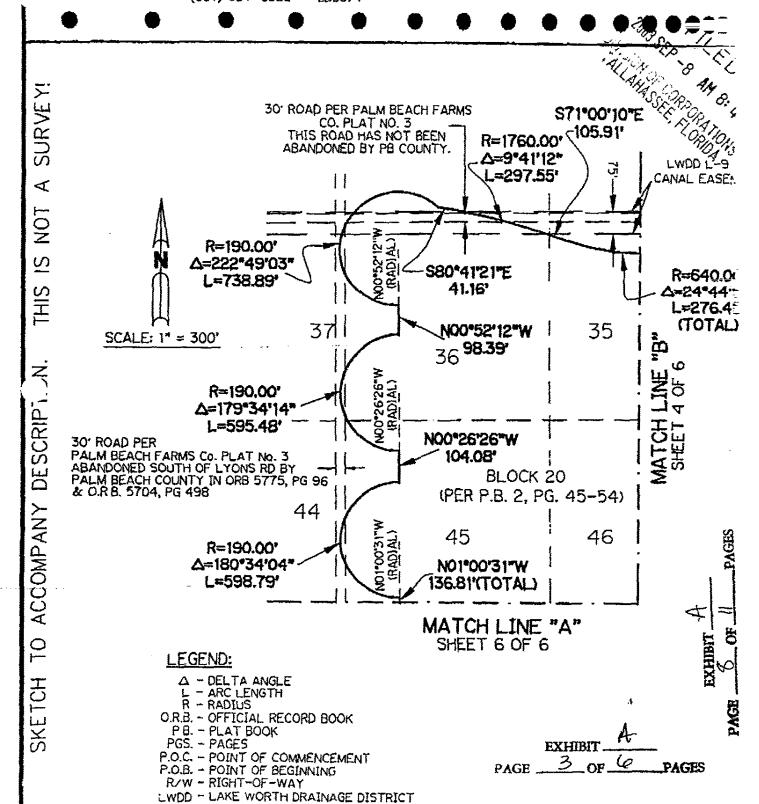
DAC:"

Mar-25-01 01:32pm From-

Monie & Menn' Ille.

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

P.34/58 F-450 T-988



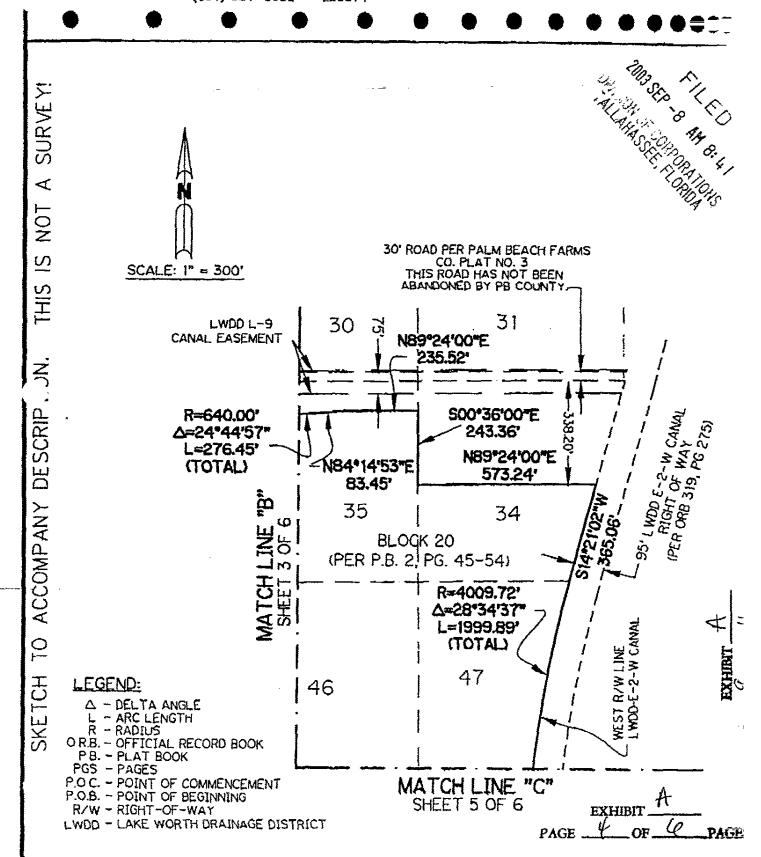
Mar-26-01 01:32pm From-

DATE: 3-09-

T-988 P.35/58 F-450

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

LNI



Mar-26-01 01:33pm From-

FOMBUIL HUNIE & MENN! IIIL.

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

T-988 P.36/58 F-450

SURVEY LEGEND: - DELTA ANGLE - ARC LENGTH R - RADIUS O.R.B. - OFFICIAL RECORD BOOK P.B. - PLAT BOOK PGS. - PAGES ⋖ 30' ROAD PER PALM BEACH FARMS CO. PLAT No. 3 ABANDONED SOUTH OF LYONS RD BY P.O.C. - POINT OF COMMENCEMENT NOT P.O.B. - POINT OF BEGINNING PALM BEACH COUNTY IN ORB 5775, PG 96 R/W - RIGHT-OF-WAY SCALE & O.R.B. 5704, PG 498 LWOD - LAKE WORTH DRAINAGE DISTRICT MATCH LINE "C" <u>S</u> SHEET 4 OF 6 SE 95' LWDD E-2-W CANAI RIGHT OF WAY 3 ORB 319, PG 275) R=4009.72 **∆=28°34'37** L=1999,89' PER ORB 319, (TOTAL) ACCOMPANY DESCRIPT 51 50 WEST R/W LINE LWDD E-2-W CANAL SHEET BLOCK 20 (PER P.B. 2, PG. 45-54) 62 63 10 N75-4625"E SKETCH RADIAL) 589"24"00"W 1596.71'(TOTAL)

BLOCK 24

(PER P.B. 2, PG. 45-54)

50.0' ROAD PER PALM BEACH FARMS CO PLAT No. 3 (PER P.B. 2, PGS. 45-54)

EXHIBIT

OF.

PAGE

Q

PAGES

Mar-26-01 01:33pm From-

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



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OF

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