

EASEMENT AND MAINTENANCE AGREEMENT
FOR OUTFALL SYSTEM

THIS AGREEMENT (the "Agreement"), is made and entered into this 6th day of August, 2013, by and between BOCA ISLES PROPERTY OWNERS ASSOCIATION, INC., a not-for-profit Florida corporation (hereinafter referred to as "North"), BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC., a not-for-profit Florida corporation (hereinafter referred to as "South"), and BOCA GREENS HOMEOWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation (hereinafter referred to as "Greens"). North, South and Greens may sometimes collectively be referred to as the "Associations".

WITNESSETH:

WHEREAS, North is the homeowners association for the parcel of real property legally described within Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "North Property");

WHEREAS, South is the homeowners association for the parcel of real property legally described within Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "South Property");

WHEREAS, Greens is the homeowners association for the parcel of real property legally described within Exhibit "C" attached hereto and made a part hereof (hereinafter referred to as the "Greens Property");

WHEREAS, South has maintained on the South Property the following two outfall structures: (i) morning glory and (ii) gated weir, and the pipe that connects these structures to the outfall headwall (hereinafter, along with any improvements or replacements thereto, collectively referred to as the "Outfall System");

WHEREAS, the Associations have previously entered into that certain Agreement for Operation of Emergency Overflow Structure dated March 26, 1996 by and among Lake Worth Drainage District and the Associations recorded at OR 9212 PG 1288 in the public records of Palm Beach County, Florida (the “Prior Agreement”);

WHEREAS, the Associations have agreed to the maintenance of the Outfall System as more particularly set forth herein; and

WHEREAS, South has agreed to grant to the Board of Directors (the “Board”) of North and Greens an easement onto the South Property to inspect the Outfall System as more particularly set forth herein.

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Representations.** The representations as set forth above are true and correct and are made a part hereof.

2. **Easements in Favor of North and Greens.** South hereby grants North and Greens, jointly and severally, a non-exclusive easement, over, across and through such portions of the South Property as may be necessary to inspect the Outfall System. Unless otherwise coordinated through South, this easement shall be limited to the area of the Outfall System through the gate located on the northwest corner of South Property, which shall remain locked at all times. In addition to the Lake Worth Drainage District (LWDD) and the South Florida Water Management District (SFWMD), each Association shall be provided with a key to such lock. The purpose of such easement is to allow for North and Greens to periodically inspect and review the maintenance of the Outflow System.

3. **Responsibility for Maintenance of the Outfall System.** Subject to Section 4 hereof, South shall be solely responsible for the administration, operation, preservation, maintenance, repair, upkeep and management of the Outfall System (collectively, the “Maintenance”). South shall include North and Greens in the decision making process with regards to the Maintenance of the Outfall System. Maintenance shall include, without limitation, the engagement of a professional to inspect the Outfall System and issue a written report relating to such inspection, on a periodic basis as may be agreed to in writing by the Associations from time to time. South shall promptly provide North and Greens a copy of such report and with periodic updates of any work done to the Outfall System.

Notwithstanding anything contained herein to the contrary, each Association shall be solely responsible for the administration, preservation, maintenance, repair, upkeep and management of the lakes and drainage pipes located on their respective property. The drainage pipes located along Cain Boulevard between Yamato Road and Glades Road are the maintenance responsibility and under the jurisdiction of Palm Beach County, Road and Bridge. This includes any infrastructure such as culverts, catch basins and inlet tops located within the right of way of Cain Boulevard. The Associations shall not be responsible for the maintenance or repair of these particular pipes and infrastructure.

4. **Responsibility for the Expenses of Maintenance of the Outfall System.**

a. **Expenses for the Maintenance of the Outfall System.** The Associations shall be responsible for the payment of all costs and expenses associated with the Maintenance in the following percentages (collectively, the “Percentages”):

North	27.99%
South	29.73%
Greens	<u>42.28%</u>
Total	100.00%

The parties agree that these percentages are fair and reasonable. South shall not make any expenditure (or series of related expenditures) involving more than \$2,500.00 for the Maintenance without the prior written approval of the Boards of Directors of North and Greens.

Should any Association incur costs or expenses for the Maintenance, the other Associations shall reimburse such Association for their pro-rata share of such expenses within 10 days after receipt of written notice and demand for same. Each Association is responsible for the payment of their own legal expenses should they choose to engage counsel to review their interests in any matter arising out of or relating to this agreement.

b. Expenses for the Emergency Repair of the Outfall System in 2012.

Notwithstanding Section 4(a), the Associations shall be responsible, in accordance with their respective Percentage for the payment of all costs and expenses associated with the emergency repair of the Outfall System in 2012 as set forth on Exhibit "D" attached hereto and made a part hereof.

5. Miscellaneous Provisions.

a. Governing Law. This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Florida.

b. Prevailing Party. In the event of any litigation arising out of any of the terms or provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and reasonable attorney's fees, including all costs and attorney's fees incurred on any appeal.

c. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any

of the provisions of this Agreement.

d. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof (including, without limitation, the Prior Agreement).

e. Assignment. It is understood that no party may assign its rights or obligations under this Agreement, or any part thereof, without the prior written consent of all of the other parties.

f. Amendment. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties.

g. Authority. This Agreement has been reviewed, discussed and approved by the Board of each Association in the manner provided by their respective governing documents and the applicable laws of the State of Florida including, without limitation, Chapter 720, Florida Statutes.

h. Covenant Running with the Land. The rights, easements, obligations and agreements set forth herein shall constitute covenants running with the properties described herein and shall inure to the benefit of and be binding upon the parties and their members and their respective successors, assigns, licensees, directors, managers, grantees and designees and such rights, easements, agreements and maintenance obligations shall be enforceable in law or at equity.

i. Expenses. Each party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement; provided, however, the parties agree to share, in accordance with their respective Percentage, the legal expenses with regard to the preparation of this Agreement, up to a maximum of \$1,000.

j. Notices. All notices, demands and any other acts under this Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered in person, by overnight courier, or by facsimile delivery to the other parties at their principal office or to such other address as any of them, by written notice to the other parties, may designate from time to time. The transmission confirmation receipt from the sender's facsimile machine shall be evidence of successful facsimile delivery.

k. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures may be original, pdf or facsimile.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first above written.

Signed, Sealed and Delivered
In the Presence of:

NORTH:

BOCA ISLES PROPERTY OWNERS
ASSOCIATION, INC., a not-for-profit Florida
corporation

Jacqueline Leser
Print Name: Jacqueline Leser

Alvin Bryant
Print Name: Alvin Bryant

By: Nancy H. Michaels
Print Name: Nancy H. Michaels
Title: President

SOUTH:

BOCA ISLES SOUTH PROPERTY OWNERS
ASSOCIATION, INC., a not-for-profit Florida
corporation

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first above written.

Signed, Sealed and Delivered
In the Presence of:

NORTH:

BOCA ISLES PROPERTY OWNERS
ASSOCIATION, INC., a not-for-profit Florida
corporation

Print Name: _____

By: _____

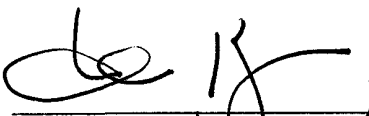
Print Name: _____

Title: _____

Print Name: _____

SOUTH:

BOCA ISLES SOUTH PROPERTY OWNERS
ASSOCIATION, INC., a not-for-profit Florida
corporation

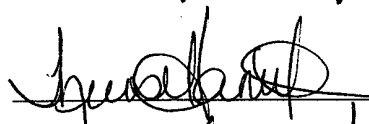


Print Name: Thomas Kuzum

By: 

Print Name: Steven Halbaugh

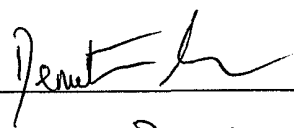
Title: President



Print Name: Theresa Mulvan

GREENS:

BOCA GREENS HOMEOWNERS'
ASSOCIATION, INC., a not-for-profit Florida
corporation


Print Name: Demetrius Green


Print Name: Rey Nunez

By: 
Print Name: NANNICA MILLER
Title: vice president

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The execution of the foregoing instrument was acknowledged before me this _____ day
of _____, 2013, by _____, as
_____ of BOCA ISLES PROPERTY OWNERS ASSOCIATION,
INC., who provided _____ for identification and who did / did not take
an oath.

My Commission Expires: _____

Notary Public, State of Florida
Print Name: _____

GREENS:

BOCA GREENS HOMEOWNERS'
ASSOCIATION, INC., a not-for-profit Florida
corporation

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS:



Jay Burko
COMMISSION # EE 194245
EXPIRES: APR. 30, 2016
WWW.AARONNOTARY.COM

The execution of the foregoing instrument was acknowledged before me this 14 day
of August, 2013, by Nancy Michaels, as
President of BOCA ISLES PROPERTY OWNERS ASSOCIATION,
INC., who provided Personal Knowledge to Me for identification and who did / did not take
an oath.

My Commission Expires: 4/30/16



Jay Burko
COMMISSION # EE 194245
EXPIRES: APR. 30, 2016
WWW.AARONNOTARY.COM

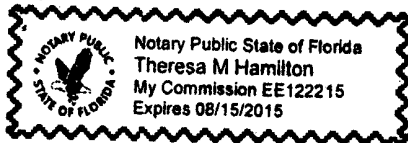


Notary Public, State of Florida
Print Name: Jay Burko

STATE OF FLORIDA)
) SS:
COUNTY OF Palm Beach

The execution of the foregoing instrument was acknowledged before me this 6 day of August, 2013, by Steven Kalbaugh, as President of BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC, who provided personally known for identification and who did / did not take an oath.

My Commission Expires:



[Signature]
Notary Public, State of Florida
Print Name: Theresa Hamilton

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The execution of the foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as _____ of BOCA GREENS HOMEOWNERS' ASSOCIATION, INC., who provided _____ for identification and who did / did not take an oath.

My Commission Expires:

Notary Public, State of Florida
Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The execution of the foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, as _____ of BOCA ISLES SOUTH PROPERTY OWNERS ASSOCIATION, INC, who provided _____ for identification and who did / did not take an oath.

My Commission Expires:

Notary Public, State of Florida
Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF Palm Beach)

The execution of the foregoing instrument was acknowledged before me this 12th day of August, 2013, by Nan Michele Miller, as Vice President of BOCA GREENS HOMEOWNERS' ASSOCIATION, INC., who provided M46062045507-0 for identification and who did / did not take an oath.

My Commission Expires: 5/18/15

April Sagraves

Notary Public, State of Florida
Print Name: April Sagraves

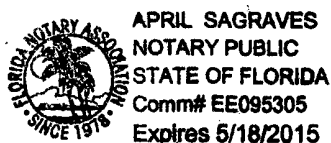


EXHIBIT "A"

Legal Description of North Property

NOTE: BEARINGS ARE BASED ON THE NORTHERLY BOUNDARY OF SAID SECTION 12, HAVING A BEARING OF NORTH 89°45'04" EAST, ACCORDING TO STATE PLANE COORDINATES AS ESTABLISHED BY PALM BEACH COUNTY.

EXHIBIT "B"

Legal Description of South Property

A PORTION OF TRACTS 31, 32, 33, 34, 35, 36 AND THE ADJACENT ROAD RIGHTS OF WAY THEREOF, IN SECTION 11, TOWNSHIP 47 SOUTH, RANGE 41 EAST, AND A PORTION OF TRACTS 17, 18, 19, 20, 29, 30, 31, 32 AND THE ADJACENT ROAD RIGHTS OF WAY THEREOF, IN SECTION 13, TOWNSHIP 47 SOUTH, RANGE 41 EAST OF THE PLAT OF "FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 2" AS RECORDED IN PLAT BOOK 1, AT PAGE 101 OF SAID PUBLIC RECORDS AND A PORTION OF SECTION 12, TOWNSHIP 47 SOUTH, RANGE 41 EAST, AND A PORTION OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12, TOWNSHIP 47 SOUTH, RANGE 41 EAST; THENCE SOUTH $89^{\circ}46'57''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 2153.91 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF AN 80.00 FOOT RIGHT OF WAY KNOWN AS "CAIN BOULEVARD" AS RECORDED IN OFFICIAL RECORD BOOK 6370 AT PAGES 1418 THROUGH 1434 OF SAID PUBLIC RECORDS; THENCE SOUTH $08^{\circ}47'21''$ EAST, A DISTANCE OF 1029.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2754.19 FEET AND A CENTRAL ANGLE OF $04^{\circ}04'36''$, A DISTANCE OF 193.97 FEET (THE LAST TWO (2) DESCRIBED COURSES BEING COINCIDENT WITH SAID WEST RIGHT OF WAY LINE); THENCE SOUTH $42^{\circ}32'34''$ WEST, A DISTANCE OF 36.72 FEET; THENCE SOUTH $89^{\circ}48'00''$ WEST, A DISTANCE OF 2,360.33 FEET; THENCE SOUTH $89^{\circ}57'37''$ WEST, A DISTANCE OF 113.01 FEET (THE LAST THREE (3) DESCRIBED COURSES BEING COINCIDENT WITH THE NORTH RIGHT OF WAY LINE OF AN 82.00 FOOT ROAD RIGHT OF WAY, KNOWN AS "PARK ACCESS ROAD" AS RECORDED IN OFFICIAL RECORD BOOK 6703 AT PAGES 394 THROUGH 397 OF SAID PUBLIC RECORDS); THENCE NORTH $00^{\circ}57'23''$ WEST, ALONG A LINE 115.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES TO) THE EASTERLY BOUNDARY OF SAID SECTION 14, A DISTANCE OF 1,231.67 FEET; THENCE NORTH $00^{\circ}56'14''$ WEST, ALONG A LINE 115.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES TO) THE EASTERLY BOUNDARY OF SAID SECTION 11, A DISTANCE OF 1,198.62 FEET TO A POINT LYING ON A LINE 80.00 FEET SOUTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES TO) THE NORTHERLY BOUNDARY OF SAID TRACT 31; THENCE NORTH $89^{\circ}38'48''$ EAST, ALONG SAID LINE, A DISTANCE OF 113.02 FEET TO A POINT LYING ON THE EASTERLY BOUNDARY OF SAID SECTION 11; THENCE NORTH $00^{\circ}56'14''$ WEST, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 37.41 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT AT WHICH THE RADIUS BEARS SOUTH $01^{\circ}48'49''$ EAST, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF "KIMBERLY BOULEVARD", AN 80.00 FOOT ROAD RIGHT OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 3159 AT PAGE 816 OF SAID PUBLIC RECORDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1960.00 FEET AND A CENTRAL ANGLE OF $29^{\circ}30'38''$, A DISTANCE OF 1009.70 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $82^{\circ}17'31''$ EAST, A DISTANCE OF 472.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1040.00 FEET AND A CENTRAL ANGLE OF $32^{\circ}39'43''$, A DISTANCE OF 398.91 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF $03^{\circ}51'13''$, A DISTANCE OF 36.32 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF SAID "CAIN BOULEVARD", THE LAST FOUR DESCRIBED COURSES BEING COINCIDENT WITH SAID SOUTHERLY RIGHT OF WAY LINE OF "KIMBERLY BOULEVARD"; THENCE SOUTH $24^{\circ}02'24''$ EAST, A DISTANCE OF 531.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY

ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,760.00 FEET AND A CENTRAL ANGLE OF 06°50'21", A DISTANCE OF 329.44 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,830.00 FEET AND A CENTRAL ANGLE OF 08°24'35", A DISTANCE OF 268.61 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 08°47'28" EAST, A DISTANCE OF 366.12 FEET TO THE POINT OF BEGINNING (THE LAST FOUR (4) DESCRIBED COURSES BEING COINCIDENT WITH SAID WEST RIGHT OF WAY LINE).

(BEARINGS BASED ON THE SOUTH LINE OF SAID SECTION 12 HAVING A BEARING OF SOUTH 89°46'37" WEST, ACCORDING TO STATE PLANE COORDINATES AS ESTABLISHED BY PALM BEACH COUNTY, FLORIDA.)

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAIN 166.997 ACRES, MORE OR LESS.

EXHIBIT "C"

Legal Description of Greens Property

ALL OF BOCA GREENS LYING EASTERLY
OF THE EAST RIGHT-OF-WAY LINE OF
CAIN BOULEVARD LESS THE COMMERCIAL
TRACT ALL IN SECTIONS 12 AND 13
TOWNSHIP 47 SOUTH, RANGE 41 EAST

A certain 389.3751 acre parcel of land lying in Section 12 and the North Quarter of Section 13, Township 47 South, Range 41 East, Palm Beach County, Florida, said parcel being more particularly described as follows:

From the Quarter Corner in the North Line of said Section 12 (bearings cited herein are in a meridian assuming North $00^{\circ}43'56''$ West, along the East Line of said Section 12) run North $89^{\circ}45'42''$ East, along the North Line of said Section 12 a distance of 50.83 feet; thence Southerly, at right angles to the said North Line of Section 12, a distance of 80.00 feet to the POINT OF BEGINNING of the herein described parcel of land; and from said POINT OF BEGINNING run by the following numbered courses:

1. North $89^{\circ}45'42''$ East, running along the South Line of the North 80 feet of said Section 12 a distance of 2407.86 feet, more or less, to a point in the westerly ultimate right-of-way line of State Road No. 7 (U.S. No. 441); thence...
2. South $00^{\circ}45'30''$ East, running along the said westerly ultimate right-of-way line of State Road No. 2, 1433.50 feet; thence...
3. South $89^{\circ}14'30''$ West, at right angles to the last described course, 450 feet to a point in a line parallel with and 450 feet westerly from (as measured at right angles to) the said westerly ultimate right-of-way line of State Road No. 7; thence...
4. South $00^{\circ}45'30''$ East, running along the just described parallel line, 1225.09 feet; thence...
5. South $00^{\circ}52'10''$ East, continuing along a line parallel with and 450 feet westerly from (as measured at right angles to) the said westerly ultimate right-of-way line of State Road No. 7, 775.79 feet; thence...
6. South $13^{\circ}33'40''$ East, along a line radial to the next described curve, 75.48 feet; thence...
7. Easterly, along the arc of a 2000 foot radius curve, concave southerly, having a central angle of $11^{\circ}48'53''$ and whose long chord bears North $82^{\circ}20'47''$ East, an arc distance of 412.41 feet; thence...
8. North $43^{\circ}41'34''$ East, 35.08 feet, more or less, to a point in the said westerly ultimate right-of-way line of State Road No. 7; thence...
9. South $00^{\circ}52'10''$ East, running along the said westerly ultimate right-of-way line of State Road No. 7, 1769.70 feet, more or less, to a point in the south line of said of said Section 12; thence...
10. South $01^{\circ}06'59''$ East, continuing along the said westerly ultimate right-of-way line of State Road No. 7, 1318.60 feet, more or less, to a point in the south line of Tracts 4 and 13 of the FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 2 in said Section 13, as same is recorded in Plat Book No. 1 at Page 102, Public Records of Palm Beach County, Florida; thence...

11. South 89°48'58" West, running along the said south line of Tracts 4 and 13, 2420.08 feet, more or less, to a point in the easterly right-of-way line of the proposed 80 foot wide right-of-way of Cain Boulevard; thence...
12. Northerly, running along the arc of a 4000 foot radius curve, concave westerly, having a central angle of 11°14'41" and whose long chord bears North 06°28'13" West, an arc distance of 785.02 feet to a point of reverse curvature; thence...
13. Northerly, running along the arc of a 3000 foot radius curve, concave easterly, having a central angle of 09°37'34" and whose long chord bears North 07°16'47" West, an arc distance of 504.03 feet to a point of reverse curvature; thence...
14. Northerly, along the arc of a 3400 foot radius curve concave westerly, having a central angle of 21°33'49" and whose long chord bears North 13°14'53" West, an arc distance of 1279.69 feet; thence...
15. North 24°01'48" West, 258.00 feet; thence...
16. Northerly, running along the arc of a 2400 foot radius curve, concave easterly, having a central angle of 34°02'38" and whose long chord bears North 07°00'29" West, an arc distance of 1426.03 feet; thence...
17. North 10°00'50" East, 470.00 feet; thence...
18. Northerly, along the arc of a 2400 foot radius curve, concave easterly, having a central angle of 12°03'22" and whose long chord bears North 16°02'31" East, an arc distance of 505.00 feet; thence...
19. North 22°04'11" East, 490.00 feet; thence...
20. Northerly, running along the arc of a 4000 foot radius curve, concave westerly, having a central angle of 08°41'10" and whose long chord bears North 17°43'37" East, an arc distance of 606.41 feet to a point of compound curvature; thence...
21. Northerly, running along the arc of a 1600 foot radius curve, concave westerly, having a central angle of 14°13'09" and whose long chord bears North 06°16'27" East, an arc distance of 397.08 feet, more or less, to the POINT OF BEGINNING.

CONTAINING 389.3751 Acres.

SUBJECT TO rights-of-way, easements, and/or reservations of record, if any.

LESS

A parcel of land situate in Section 12, Township 47 South, Range 41 East, Palm Beach County, Florida, being all of BOCA GREENS COMMERCIAL, according to the Plat thereof, as recorded in Plat Book 40, on Pages 74 through 75 of the Public Records of Palm Beach County, Florida