

**AMENDMENT TO
SETTLEMENT AGREEMENT**

THIS AMENDMENT TO SETTLEMENT AGREEMENT ("Amendment"), between Coral Trace Homeowners' Association, Inc., Margaret Pledger, Karl M. Chakford, Shelly G. Chakford, Kenneth D.G. Carruthers, Sandra Y. Carruthers, Celeste Boehm, Bruce R. Hamilton, Marjorie S. Hamilton, John F. Zimmerman and Patricia A. Zimmerman (collectively, "Coral Trace"), and the School District of Palm Beach County, Florida (the "District") is entered into this _____ day of _____, 2005.

WITNESSETH:

WHEREAS, the Coral Trace, the City of Delray Beach ("City") and the District entered into that certain Settlement Agreement effective March 1, 2004, (hereinafter referred to as the "Agreement"); and

WHEREAS, Coral Trace and the District desire to modify some of their respective rights and obligations under the Agreement; and

WHEREAS, the defined terms in this Amendment shall have the same definitions as defined in the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

- 1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.**
- 2. Paragraph 10 of the Agreement is hereby deleted in its entirety and replaced with the following:**

Within fifteen (15) days of approval of this Amendment, the District shall deliver a check payable to the Coral Trace Homeowners' Association, Inc. ("HOA") in the amount of Twenty Thousand Dollars (\$20,000) for the purchase, delivery and installation of plants within the Coral Trace community. The HOA shall be responsible for the selection of all plants and contracting with all vendors and service providers in connection with the purchase, delivery and installation of the plants. None of the plants shall be planted on the school site or within the Coral Trace community within twenty (20) feet of the border of the school site, without the prior written consent of the District's Chief of Facilities Management ("CFM"), which consent shall not be unreasonably withheld. Landscape plans depicting any plants that are proposed to be planted within twenty (20) feet of the border between the Coral Trace community and the school site shall be submitted to the CFM which plans shall show the size, type and location of all proposed new plants within twenty (20) feet of the border. Review by the CFM shall focus primarily on security of the school site. If after review of the landscape plans, the CFM still has unresolved issues, the CFM shall meet on-site with representatives of the HOA. Any plants that are to be located within Coral Trace and more than twenty (20) feet from the boundary of the Coral Trace community and the school site shall not be subject to review and approval by the CFM. The District's sole obligations under this paragraph shall be the timely delivery of

the funds and approval or disapproval of permission to plant plants on or adjacent to the school site and the District shall not be responsible for any other matter.

The individual plaintiffs shall have no claim to any of the funds paid by the District to the HOA.

The parties acknowledge that the City is not a party to this Amendment, however the lack of joinder by the City shall in no way effect the respective rights and obligations of the District and Coral Trace as set forth in this Amendment.

- 3. The remainder of the Agreement, except as modified herein, shall continue in full force and effect.
- 4. This Amendment 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. A facsimile copy of this Amendment and any signatures hereon shall be considered for all purposes as originals

IN WITNESS WHEREOF, the parties have executed this Amendment herein on the day and year first above written.

(SEAL)

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, as the Governing Body of THE SCHOOL DISTRICT OF PALM BEACH COUNTY

ATTEST:

By: _____
Thomas E. Lynch, Chairman

Arthur C. Johnson, Ph.D., Superintendent Date: _____

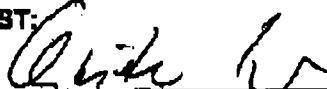
Reviewed & Approved:

By: _____
School Board Attorney

CORAL TRACE HOMEOWNERS' ASSOCIATION, INC.

By:  _____
Resident

ATTEST:

By:  _____
Secretary

WITNESSES:

By: [Signature]
Print Name: DAVID T. DIETZ

By: [Signature]
Print Name: LLOYD ADLER

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Margaret B. Pledger

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Shelly G. Chakford

Kenneth D.B. Carruthers

Sandra Y. Carruthers

Celeste Boehm

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Bruce R. Hamilton

[Signature]
Marjorie S. Hamilton

WITNESSES:

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By: Cari A. Podesta
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By: Silvia
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Margaret B. Pledger

Karl M. Chakford
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Shelly G. Chakford
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Kenneth D.B. Carruthers

Sandra Y. Carruthers

Celeste Boehm

Bruce R. Hamilton

Marjorie S. Hamilton

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By: Beverly Green
Print Name: BEVERLY GREEN

By: Jill S. Denio
Print Name: JILL S. DENIO

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Margaret B. Pledger

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Sandra Y. Carruthers

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Print Name: G. D. MORRIS

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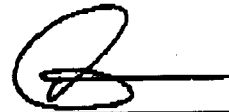
Margaret B. Pledger

Carl M. Chakford

Shelly G. Chakford

Kenneth D.B. Carruthers

Sandra Y. Carruthers



Celeste Boehm

Bruce R. Hamilton

Marjorie S. Hamilton

By: _____
Print Name: _____

By: [Signature] John F. Zimmerman
Print Name: John F. Zimmerman

By: _____
Print Name: Patricia A. Zimmerman

By: [Signature] Patricia A. Zimmerman
Print Name: Patricia A. Zimmerman

Witnesses:

Cari A. Podesta
Cari A. Podesta
[Signature]
Silvia Bernard

Cari A. Podesta
Cari A. Podesta
[Signature]
Silvia Bernard